

**UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF PENNSYLVANIA**

ROBERT D. MABE, INC., d/b/a Ashville :  
Apothecary and Circleville Apothecary; :

ABINGTON PHARMACY, INC., d/b/a :  
Abington Pharmacy; :

Case No. :  
3:17-CV-01102-MEM

JAC STORES, INC., d/b/a Bertram :  
Pharmacy, Brown's Drug Store-Effingham, :  
Martinsville Pharmacy, Sav-Mor Pharmacy-Clinton,:  
Sav-Mor Pharmacy-Flora, Sav-Mor Pharmacy- :  
Mt. Zion, Sav-Mor Pharmacy-Neoga, Sav-Mor :  
Pharmacy-Nokomis, Sav-Mor Pharmacy-Tuscola, :  
Sav-Mor Pharmacy-Virden, The Pharmacie Shoppe,:  
Toledo Pharmacy; :

**PLAINTIFF'S FIRST AMENDED  
COMPLAINT – CIVIL ACTION**

BIEN PHARMACY, INC., d/b/a Bien Pharmacy; :

BLENDE DRUG, INC., d/b/a Blende Drug; :

WULLSTEIN PHARMACY, INC., d/b/a Brandon :  
Health Mart Pharmacy (Brandon Drug); :

BUCHANAN BROTHERS PHARMACY, INC., :  
d/b/a Buchanan Brothers Pharmacy-Coudersport, :  
Buchanan Brothers Pharmacy-Eldred, Buchanan :  
Brothers Pharmacy-Elkland, Buchanan Brothers :  
Pharmacy-Smethport, Buchanan Brothers :  
Pharmacy-Westfield; :

CARROLL APOTHCARY, INC., d/b/a :  
Carroll Apothecary; :

CARROLL APOTHCARY, LTC., d/b/a :  
Carroll Apothecary, LTC; :

CONCORD, INC., d/b/a Concord Drugs, :  
Carltons Dunwoody Pharmacy, Concord :  
Pharmacy; :

DELRAY SHORES PHARMACY, INC., :  
d/b/a Delray Shores Pharmacy; :

K.V.H., Inc., d/b/a Duvall Family Drugs; :

ELLENSBURG DOWNTOWN PHARMACY,  
INC., d/b/a Ellensburg Downtown Pharmacy;  
  
ERIC'S RX SHOPPE, LLC., d/b/a Eric's Rx  
Shoppe;  
  
FERGUSON REXALL DRUG, INC. d/b/a  
Ferguson Rexall Drug;  
  
FOX DRUG, INC., d/b/a Fox Drug;  
  
CATHRON, INC., d/b/a Gibson  
Discount Pharmacy;  
  
KZ ENTERPRISES, LLC., d/b/a  
Gladwyne Pharmacy;  
  
RCH PHARMACY SERVICES, LTD., d/b/a Guide:  
Point Pharmacy #102;  
  
PHARMACY SERVICES, INC., d/b/a Harris  
Pharmacy, Kiowa Drug, Ordway Health Mart  
Pharmacy, Val-U-Med Pharmacy;  
  
HINES PHARMACY, INC., d/b/a Hines Pharmacy;  
  
HINES PHARMACY AT WKOA., d/b/a  
Hines Pharmacy WKOA;  
  
E R BLACK PHARMACY, INC., d/b/a Holland  
Patent Pharmacy;  
  
FAMILY PHARMACY, d/b/a Hurricane Family  
Pharmacy;  
  
J&S PROFESSIONAL PHARMACY, INC.,  
(S-CORP) d/b/a J&S Professional Pharmacy;  
  
VOSMEK DRUG STORE, INC., d/b/a  
Lakeside Pharmacy;  
  
MESA PHARMACY OF PUEBLO, INC., d/b/a  
Mesa Pharmacy of Pueblo;

PARKWAY DRUGS OF ONEIDA COUNTY, INC., d/b/a Parkway Drugs of Oneida County;	:
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PARKWAY DRUGS OF ONEIDA COUNTY NORTH, INC., d/b/a Parkway Drugs of Oneida County North;	:
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PARKWAY DRUGS OF ONEIDA COUNTY SOUTH, INC., d/b/a Parkway Drugs of Oneida County South;	:
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STREET ROAD PHARMACY, INC., d/b/a Parkwood Street Road Pharmacy;	:
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PHILADELPHIA PHARMACY, INC., d/b/a Philadelphia Pharmacy;	:
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PHILIP E PEPPER, INC., d/b/a Philip E Pepper;	:
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PRESSMAN, INC., d/b/a Pill Box Pharmacy;	:
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CHELSEA DRUGS, INC., d/b/a Randall's Pharmacy;	:
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RASHID PHARMACY, PLC., d/b/a Rashid Pharmacy, Rashid Long Term Care;	:
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SHAKTI PHARMACY, INC., d/b/a Real Pharmacy;:	:
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RED CROSS PHARMACY, INC., d/b/a Red Cross Pharmacy;	:
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REED DISCOUNT PHARMACY, INC., d/b/a Reed Discount Pharmacy;	:
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REED PHARMACY, INC., d/b/a Reed Pharmacy;	:
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GNSP CORP., d/b/a Rx Oasis;	:
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SAVALL DRUG, INC., d/b/a Savall Drug;	:
SILVERMAN PHARMACY, INC., d/b/a Silverman Pharmacy;	:
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L&M PHARMACY, INC., d/b/a Smith Pharmacy;	:
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SUBURBAN BUSTLETON PHARMACY, INC.,	:
d/b/a Suburban Bustleton Pharmacy;	:
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RCL PHARMACY SERVICES, INC., d/b/a	:
Tepper Pharmacy;	:
	:
OPERA HOUSE PHARMACY COMPANY, d/b/a	:
The Opera House Pharmacy;	:
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SPIVACK, INC., d/b/a Verree Pharmacy;	:
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TOWN AND COUNTRY PHARMACIES, INC.,	:
d/b/a The Medicine Shoppe- Duquoin	:
	:
WILLIAM J FARLANDER, INC., d/b/a	:
Westside Pharmacy;	:
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WHITMAN PHARMACY, d/b/a	:
Whitman Pharmacy;	:
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MEDS AND MORE, INC., d/b/a Meds & More;	:
	:
CARROLLTON DRUGS, INC., d/b/a	:
Carrollton Drugs;	:
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BOWEN PHARMACY, LLC., d/b/a	:
Bowen Pharmacy;	:
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BALL GROUND PHARMACY, LLC., d/b/a	:
Ball Ground Pharmacy;	:
	:
BREN-MAK, LLC., d/b/a Corner Drugs;	:
	:
HITCHCOCK RX, INC., d/b/a Jack's Discount	:
Pharmacy;	:
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LITTLE DRUG COMPANY, LLC., d/b/a	:
Little Drug Company;	:
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BROWN'S DRUG STORE, d/b/a Brown's	:
Drug Store;	:
PARKHILL PHARMACY, INC., d/b/a	:
Lopez Island Pharmacy;	:
	:
ANKENY APOTHECARY, INC., d/b/a Medicap	:
Pharmacy #8015;	:

PROFESSIONAL PHARMACY, LLC., d/b/a  
Professional Pharmacy;

DESERT SKY PHARMACY, LLC., d/b/a Desert  
Sky Pharmacy;

MT. VERNON COMMUNITY PHARMACY,  
INC., d/b/a The Medicine Shoppe #0560;

BEDFORD PHARMACY, INC., d/b/a  
Bedford Pharmacy;

MEDSCENE, INC., d/b/a Crown Drugs;

DELCO PHARMACY, INC., d/b/a  
Delco Pharmacy;

LINSON PHARMACY LIMITED (S-CORP),  
d/b/a Linson Pharmacy;

TAMP, INC., d/b/a Pomarico's Pharmacy;

REDNER'S MARKETS, INC., d/b/a Redner's  
Pharmacy, Redner's Pharmacy #21, Redner's  
Pharmacy #22, Redner's Pharmacy #23;

WASHCHKO'S PHARMACY, INC., d/b/a  
Waschko's Pharmacy;

WELLS PHARMACY (SOLE PROP.), d/b/a  
Wells Pharmacy;

LARSEN SERVICE DRUG, INC., d/b/a  
Larsen Service Drug-New Town and Larsen  
Service Drug-Watford City;

KELLY KIDZ, d/b/a Kapler's Pharmacy;

8th STREET PHARMACY, LLC., d/b/a  
8th Street Pharmacy;

ACADEMY PHARMACY, LLC., d/b/a  
Academy Pharmacy;

BLOUNT'S MUTUAL DRUGS, INC., d/b/a  
Blount's Mutual Drugs;

PUBLIC DRUG COMPANY, d/b/a	:	
Booneville Discount Drug;	:	
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CHAPMAN HEALTHCARE PHARMACY, INC.,	:	
d/b/a Chapman Healthcare Pharmacy;	:	
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CHELTEN DRUG, INC., d/b/a Chelten Drugs;	:	
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COBB'S WESTSIDE PHARMACY, INC., d/b/a	:	
Cobb's Westside Pharmacy;	:	
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CRITTENDEN'S DRUG, INC., d/b/a	:	
Crittenden's Drug;	:	
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DAHLONEGA PHARMACY, INC., d/b/a	:	
Dahlonega Pharmacy;	:	
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DON'S PHARMACY, INC., d/b/a Don's Pharmacy;	:	
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NEFF DRUGS 8, LLC., d/b/a Fairdale Pharmacy;	:	:
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FRIENDLY PHARMACY, LP., d/b/a	:	
Friendly Pharmacy;	:	
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FRIENDSHIP PHARMACY, INC., d/b/a	:	
Friendship Pharmacy;	:	
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GLENDALE PRESCRIPTION CENTER, INC.,	:	
d/b/a Glendale Prescription Center;	:	
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GOOD PHARMACY, LLC., d/b/a Good Pharmacy;	:	:
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HEREFORD PHARMACY, INC., d/b/a	:	
Hereford Pharmacy;	:	
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HANDI CAPABLE, INC., d/b/a Medicine To Go	:	
Pharmacies;	:	
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BHS, d/b/a North Philly Pharmacy;	:	
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PHARMACY CARE CENTERS, LLC., d/b/a	:	
Peakside Pharmacy Care Center;	:	
	:	
PHREDS DRUG, INC., d/b/a Phreds Drug;	:	
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PROFESSIONAL PHARMACY OF OXFORD,	:	
LLC., d/b/a Professional Pharmacy of Oxford;	:	
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RANN PHARMACY, INC., d/b/a Rann Pharmacy	:	

REESER'S PHARMACY, INC., d/b/a  
Reeser's Pharmacy;

SMITH BROTHERS DRUG COMPANY, INC.,  
d/b/a Smith Brothers Drug Co.;

SOUTH END PHARMACY, INC., d/b/a  
South End Pharmacy;

OLD BALTIMORE PIKE APOTHECARY, INC.,  
d/b/a Southern Chester County Pharmacy;

SSJARS, INC., d/b/a Stanwood Pharmacy;

TOTAL CARE RX, INC., d/b/a Total Care Rx;

WALLY'S PHARMACY, INC., d/b/a  
Wally's Pharmacy;

CRYSTAL CITY APOTHECARY, LLC.,  
d/b/a Waverly Pharmacy;

GAYCO, INC., d/b/a Gayco Healthcare;

WALTER'S PHARMACY, INC., d/b/a  
Walter's Pharmacy;

NOVA STAR PHARMACY, INC., d/b/a Nova  
Star Pharmacy;

RIPLEY DRUG CO., d/b/a Ripley Drug Co.

SHIRLEY COURT PHARMACY, INC., d/b/a  
Upper Darby Pharmacy;

ADD, INC., d/b/a Add Drug;

R W GROUP, INC., d/b/a Beacon Prescriptions;

WAKEEM, INC., d/b/a Bell Apothecary;

BOYD'S PHARMACY OF FLORENCE, INC.,  
d/b/a Boyd's Pharmacy Florence;

BOYD'S PHARMACY OF BORDENTOWN,  
INC., d/b/a Boyd's Pharmacy of Bordentown;

BOYD'S PHARMACY OF MANSFIELD, INC., :  
d/b/a Boyd's Pharmacy of Mansfield; :  
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BOYD'S PHARMACY OF MEDFORD, INC., :  
d/b/a Boyd's Pharmacy of Medford; :  
: :  
BOYD'S PHARMACY OF PEMBERTON, INC., :  
d/b/a Boyd's Pharmacy of Pemberton; :  
: :  
COMMUNITY DRUG, INC., d/b/a :  
Community Drug; :  
: :  
CABEL L JONES III, d/b/a Crescent Center Drugs; :  
: :  
MEG'S PHARMACY, INC., d/b/a :  
Crivitz Pharmacy; :  
: :  
DAMIANO PHARMACY (S-Corp), d/b/a :  
Damiano Pharmacy; :  
: :  
DAVIS CUT RATE DRUGS, INC., d/b/a :  
Davis Cut Rate Drugs; :  
: :  
BOBO DRUGS, INC., d/b/a :  
Davis Islands Pharmacy; :  
: :  
DR. IKE, INC (S-Corp.), d/b/a Dr. Ike's Pharmacy; :  
: :  
PHARMAKON, LLC., d/b/a Duval Pharmacy; :  
: :  
COLOSSEUM, INC., d/b/a ER Drugs; :  
: :  
ESTERBOOK PHARMACY, LLC., d/b/a :  
Esterbook Pharmacy; :  
: :  
NRX RX, INC., d/b/a Food Town Pharmacy; :  
: :  
FUNK PHARMACY, INC., d/b/a Funk Pharmacy; :  
: :  
GATEWAY PHARMACY OF PHOENIXVILLE, :  
INC., d/b/a Gateway Pharmacy of Phoenixville; :  
: :  
HARBOR DRUG, INC., d/b/a Harbor Drug; :  
SRF, INC., d/b/a Hawthorne Park Pharmacy; :  
: :  
PELELLA APOTHECARY, INC., d/b/a :  
Hazard's Pharmacy; :  
: :  
HEALTHY WAY PHARMACY, INC., d/b/a :



Healthy Way Pharmacy;	:
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JBD, INC., d/b/a Healthy Way Pharmacy	:
Cedar Knoll;	:
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HENRIETTA PHARMACY, d/b/a	:
Henrietta Pharmacy;	:
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HOLLYWOOD DISCOUNT PHARMACY, INC.,	:
d/b/a Hollywood Discount Pharmacy;	:
	:
AMERICA'S #1 HEALTH STORE, d/b/a	:
Hometown Rx;	:
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ILLINI CLINIC PHARMACY, INC., d/b/a	:
Illini Clinic Pharmacy;	:
	:
MEDISAVE, INC., d/b/a King's Pharmacy &	:
Compounding Lab;	:
	:
LONOKE HEALTH AND WELLNESS, d/b/a	:
Lyons Drug Store;	:
	:
MALAND, INC., d/b/a Mandell's Clinical	:
Pharmacy;	:
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MACE PHARMACY, INC., d/b/a Maple Valley	:
Pharmacy;	:
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BROWN & GOBIN, INC., d/b/a Mauch Chunk	:
Pharmacy;	:
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SYL-MAX PHARMCARE, INC., d/b/a Max-Well	:
Pharmacy Services;	:
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MENDHAM APOTHECARY, INC., d/b/a	:
Mendham Apothecary;	:
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MT. CARAMEL MEDICAL, d/b/a Mt. Caramel	:
Medical;	:
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NEWHARD PHARMACY, INC., d/b/a	:
Newhard Pharmacy;	:
PROFESSIONAL PHARMACY SERVICES II,	:
INC., d/b/a Northeast Pharmacy;	:
	:
LAMAR & SEYMOUR, LLC., d/b/a Orange	:
Pharmacy;	:
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PEOPLE’S DRUG STORE, d/b/a People’s Drug Store; :

PHARMACY CARE, INC., d/b/a Pharmacy Care; :

PHARMAHEALTH HAWTHORN, INC., d/b/a Pharmahealth Hawthorn, Inc.; :

PHILLIPS DRUGS, INC., d/b/a Phillips Pharmacy; :

POINCIANA PHARMACY, LLC., d/b/a Poinciana Pharmacy; :

POTTERVILLE PHARMACY, INC., d/b/a Potterville Pharmacy; :

6925 RX, d/b/a Public Drug of Darby; :

QUIK-STOP PHARMACY OF BARLEY STN, INC., d/b/a Quik- Stop Pharmacy; :

PAUL REED ENTERPRISES, INC. (S-CORP.), d/b/a Reed Family Pharmacy; :

RICCIO FAMILY PHARMACY, INC., d/b/a Riccio Family Pharmacy; :

RINGS DRUGS, LTD., d/b/a Rings Pharmacy; :

DAO PHARMACY, INC., d/b/a Rios Pharmacy; :

ROCKWOOD PHARMACY, d/b/a Rockwood Pharmacy; :

MMRX HEALTHSOLUTIONS, INC., d/b/a Rx Discount Pharmacy; :

RX EXPRESS, d/b/a Rx Express Pharmacy of Navarre; :

S&S CORPORATION, d/b/a Rx Express Pharmacy of Pascagoula; :

SCHAEFER PHARMACY, INC., d/b/a Schaefer Pharmacy; :

SEAWAY PHARMACY, PC., d/b/a Seaway Pharmacy; :

SHERMAN'S APOTHECARY PHARMACY, INC., d/b/a Sherman's Apothecary Pharmacy;

SMITH'S PHARMACY II, INC., d/b/a Smith's Pharmacy II;

SMITH'S PHARMACY III, INC., d/b/a Smith's Pharmacy III;

SOUTHERN DISCOUNT DRUGS OF CHARLESTON, INC., d/b/a Southern Discount Drugs of Charleston;

MEDICINE SHOPPE, LTD., d/b/a Stephens Pharmacy;

REVRAC INDUSTRIES, INC., d/b/a Stony Point Pharmacy;

RICHARD L BERRY PHARMACY, INC., d/b/a The Medicine Shoppe #1086 and The Medicine Shoppe #1759;

WILSON DRUG, INC., d/b/a Tillamook Pharmacy;

FLEMING PHARMACIST GROUP, INC., d/b/a Total Care Pharmacy #1 and Total Care Pharmacy #2

GRANT PHARMACIST GROUP, INC., d/b/a Total Care Pharmacy #3 and Total Care Pharmacy #4

PENDLETON PHARMACIST GROUP, INC., d/b/a Total Care Pharmacy #5;

ROWAN PHARMACIST GROUP, INC., d/b/a Total Care Pharmacy #6 and Total Care Pharmacy #7;

ALLENTOWN VILLAGE PHARMACY, INC., d/b/a Village Pharmacy;

VISELS DRUG STORE, INC., d/b/a Visels Pharmacy;

JGBLA, INC., d/b/a West Hempstead Pharmacy;

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BARDA, INC., d/b/a Westbrook Park Pharmacy;	:
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RJ PROFESSIONALS, INC., d/b/a	:
Young's Pharmacy;	:
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RUDI PHARMACY, INC., d/b/a	:
Philadelphian Pharmacy;	:
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WALKER DRUG COMPANY, INC., d/b/a	:
Walker Drug;	:
	:
HARRIS PHARMACY, INC., d/b/a	:
Harris Pharmacy;	:
	:
NEFF DRUGS 5, LLC., d/b/a 18th Street	:
Apothecary;	:
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1934 DELMAR PHARMACY, INC., d/b/a	:
1934 Delmar Pharmacy, Inc.	:
	:
A & F PHARMACY, LLC., d/b/a A & F Pharmacy;	:
	:
TANDONS ADVANCED PHARMACY, d/b/a	:
Advanced Health Pharmacy;	:
	:
MCNEILL FAMILY PHARMACY, INC., d/b/a	:
Aston Pharmacy Home Health Center;	:
	:
NEFF MERION ENTERPRISES, INC., d/b/a	:
Babis Pharmacy;	:
	:
NEFF DRUGS, INC., d/b/a Baederwood Pharmacy;	:
	:
CARIBBEAN PHARMACY, INC., d/b/a	:
Caribbean Pharmacy;	:
	:
CASTOR PHARMACY & SURGICAL	:
SUPPLIES, LLC., d/b/a Castor Pharmacy;	:
	:
CENTRAL CITY FAMILY PHARMACY, INC.,	:
d/b/a Center Point Family Pharmacy;	:
CIRCLE PHARMACY, LLC., d/b/a	:
Circle Pharmacy;	:
	:
CONDO, INC., d/b/a Condo Pharmacy;	:
	:
COOKS PHARMACY OF KINGSTON, INC.,	:
d/b/a Cook's Pharmacy of Kingston;	:
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CRESTWOOD PHARMACY, LLC., d/b/a :  
Crestwood Pharmacy; :  
: :  
DAKES DRUG STORE, INC., d/b/a :  
Dakes Drug Store; :  
: :  
DOC'S DRUGS, LTD., d/b/a Doc's Drugs Beecher, :  
Doc's Drugs Braidwood, Doc's Drugs Coal City, :  
Doc's Drugs Dwight, Doc's Drugs El Paso, Doc's :  
Drugs Fairbury, Doc's Drugs Gilman, Doc's Drugs :  
Henry, Doc's Drugs Herscher, Doc's Drugs :  
Manhattan, Doc's Drugs Manteno, Doc's Drugs :  
Momence, Doc's Drugs Monee, Doc's Drugs :  
Peotone, Doc's Drugs Pontiac, and Doc's Drugs :  
Wilmington; :  
: :  
PHARMACY SHOP, INC., d/b/a Ed Snell's :  
Pharmacy Shop; :  
: :  
ESCO DRUG COMPANY, INC., d/b/a Esco Drug; :  
: :  
NEFF DRUGS 20, LLC., d/b/a Farmacia Rayo :  
De Sol; :  
: :  
NEFF DRUGS 21, LLC., d/b/a Farmacia Sunray; :  
: :  
FOREST HILLS PHARMACY, INC., d/b/a :  
Forest Hills Pharmacy; :  
: :  
RIAZ U RAHMAN d/b/a Getwell Pharmacy; :  
: :  
GETWELL PHARMACY CORP., d/b/a Getwell :  
Pharmacy Corp.; :  
: :  
CHRISTOFANO ASSOCIATES, LLC., d/b/a :  
Hayden's Pharmacy 1 and Hayden's Pharmacy 2; :  
: :  
HOMETOWN VILLAGE PHARMACY, LLC., :  
d/b/a Hometown Village Pharmacy; :  
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JOHNSON'S PHARMACY, d/b/a Johnson's :  
Pharmacy of Hazelton; :  
: :  
RJ JOMICI, INC., d/b/a Jomici Apothecary; :  
: :  
KEYSTONE PHARMACY (S-Corp.), d/b/a :  
Keystone Pharmacy; :  
: :

KIM DO, INC., d/b/a M.R. Pharmacy;	:
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MCKEAN STREET PHARMACY, INC., d/b/a	:
McKean Street Pharmacy;	:
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AJC ENTERPRISES, INC., d/b/a Medicap #182;	:
	:
MILLS FAMILY PHARMACY, LLC., d/b/a	:
Mills Family Pharmacy;	:
	:
V.V., Inc., d/b/a ND Pharmacy;	:
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MIDDLETOWN CHEMISTS, INC., d/b/a	:
NeighboRx Pharmacy;	:
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NEWPOINTE PHARMACY, LLC., d/b/a	:
Newpointe Pharmacy;	:
	:
NICE PHARMACY, INC., d/b/a Nice Pharmacy;	:
	:
INDEPENDENT RX, INC., d/b/a Olde Philly	:
Pharmacy;	:
	:
PACKER APOTHECARY, INC., d/b/a Packer	:
Apothecary;	:
	:
PAW PAW VILLAGE DRUG, d/b/a Paw Paw	:
Village Pharmacy;	:
	:
EKLUND DRUG, INC., d/b/a Preston's Pharmacy;	:
	:
PROFESSIONAL PHARMACY AND	:
CONVALESCENT PRODUCTS, LTD., d/b/a	:
Professional Pharmacy;	:
	:
RAMON PHARMACY, INC., d/b/a	:
Ramon Pharmacy;	:
	:
IGM, INC., d/b/a Rapoport Pharmacy;	:
	:
RESOLUTION RX, INC., d/b/a Resolution Rx;	:
RINGS DRUG, LTD., d/b/a Rings Drug;	:
	:
TWO FISHES, INC., d/b/a Roger's Family	:
Pharmacy;	:
	:
OPIERX, INC., d/b/a S & B Drugs;	:
	:
SHEEANS PHARMACY, INC., d/b/a	:

Sheeans Pharmacy;	:
	:
SAMUEL J ROBINSON PHARMACY, INC.,	:
d/b/a SJ Robinson Pharmacy;	:
	:
SUNRAY DRUGS, LLC., d/b/a Sunray Drugs;	:
	:
NEFF DRUGS 12, LLC., d/b/a Sunray Drugs	:
56th& Market Street;	:
	:
NEFF DRUGS 11, LLC., d/b/a Sunray Drugs	:
60th Street;	:
	:
NEFF DRUGS 6, LLC., d/b/a Sunray Drugs	:
Baltimore Avenue;	:
	:
NEFF DRUGS 13, LLC., d/b/a Sunray Drugs	:
Chestnut Plaza;	:
	:
KARWASKI PHARMACY, INC., d/b/a	:
The Medicine Shoppe- Dallas (#1251);	:
	:
ALHOUT, INC., d/b/a The Medicine	:
Shoppe-Saddle Brook;	:
	:
SCHROPP PHARMACY, INC., d/b/a	:
The Medicine Shoppe #0146;	:
	:
DANIEL RAIF, INC., d/b/a	:
The Medicine Shoppe #0188;	:
	:
PHC PHARMACIES, INC., d/b/a	:
The Medicine Shoppe #1330 and The Medicine	:
Shoppe #1397;	:
	:
SSV PHARMACY, LLC., d/b/a The Medicine	:
Shoppe #1404;	:
	:
THE ROBBINS PHARMACY (S-Corp.), d/b/a	:
The Robbins Pharmacy;	:
	:
GRIFFIN DRUGS, INC., d/b/a Thrift Drugs;	:
	:
UPPER DARBY FAMILY PHARMACY, LLC.,	:
d/b/a Upper Darby Family Pharmacy;	:
	:
SLV PHARMACY, INC., d/b/a Valley Pharmacy &	:
Surgical Supplies;	:
	:

SPRINGFIELD PHARMACY, INC., d/b/a	:
Village Pharmacy (Queens Village);	:
	:
J.B.M, INC., d/b/a Village Pharmacy	:
At Springhouse;	:
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NEFF DRUGS 22, LLC., d/b/a Village Shires	:
Pharmacy;	:
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WEST VILLAGE PHARMACY, INC., d/b/a	:
West Village Pharmacy;	:
	:
HEALTH SPECTRUM, d/b/a Wonder Drug;	:
	:
JJM ENTERPRISES, INC., d/b/a Gem Pharmacy;	:
	:
GRANITE STATE PHARMACY, LLC., d/b/a	:
Granite State Pharmacy;	:
	:
SUGAR RIVER PHARMACY, LLC., d/b/a	:
Sugar River Pharmacy;	:
	:
WARNER PHARMACY, INC., d/b/a	:
Warner Pharmacy;	:
	:
CLLAMP CO., INC., d/b/a Medicap	:
Pharmacy #8213;	:
	:
MADSEN, INC., d/b/a Medicap Pharmacy #8019;	:
	:
HUSACK HOLDINGS, JPL, d/b/a The Medicine	:
Shoppe-Berwick;	:
	:
THE MEDICINE SHOPPE, d/b/a The Medicine	:
Shoppe- Jeffersonville and The Medicine	:
Shoppe-Munhall;	:
	:
FAIRMOUNT PHARMACY SERVICES, INC.,	:
d/b/a Fairmount Pharmacy Services;	:
	:
FOREST HILLS PHARMACY, INC., d/b/a FHP	:
PharmacyServices;	:
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MEDCARE LTC, LLC., d/b/a Medcare LTC	:
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KEDO, LLC, d/b/a Valumed Pharmacy-Coralville;	:
	:
KST GROUP, LLC, d/b/a Valumed Pharmacy-	:



Sioux City;	:
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LIHUE PHARMACY (S-Corp.), d/b/a Lihue	:
Pharmacy Group;	:
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G&R INC, CORP., d/b/a Malheur Drug II;	:
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3C HEALTHCARE, INC., d/b/a Health Center	:
Pharmacy;	:
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THE MEDICINE CENTER, LLC, d/b/a	:
The Medicine Center;	:
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GFJ, INC., d/b/a Broken Arrow Family Drug and	:
Broken Arrow Family Drug #2;	:
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CLINIC PHARMACY, LLC., d/b/a Clinic	:
Pharmacy;	:
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HIDENWOOD PHARMACY, INC., d/b/a	:
Hidenwood Pharmacy;	:
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ROCKY TOP PHARMACY, INC., d/b/a Longley	:
Pharmacy;	:
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M.D. CO, INC., d/b/a M.D. Pharmacy;	:
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CLAYWELL, INC., d/b/a Medica Pharmacy &	:
Wellness Center and Medica Pharmacy Bloomfield;	:
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MELROSE PHARMACY, LLC, d/b/a	:
Melrose Pharmacy;	:
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SUMPTER PHARMACY, INC., d/b/a Sumpter	:
Pharmacy & Wellness;	:
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PHARMACY CONSULTANT SERVICES, INC.,	:
d/b/a Turner Drug;	:
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SANO VITO, INC., (S. Corp.) d/b/a Rivergate	:
Pharmacy;	:
ROYER PHARMACY, INC., d/b/a Royer	:
Pharmacy-Sharp, Royer Pharmacy-Akron, Royer	:
Pharmacy-Lancaster, Royer Pharmacy-Leola, and	:
Royer Pharmacy-Main Street;	:
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A & W PHARMACY, INC., (S-Corp.) d/b/a	:
A & W Pharmacy;	:
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SHELTONS PHARMACY, INC., d/b/a A Village :  
 Pharmacy; :  
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 EVANS CITY DRUG STORE, INC., d/b/a :  
 Evans City Drug Store; :  
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 FAIRMOUNT PHARMACY, INC., d/b/a :  
 Fairmount Pharmacy; :  
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 KAPAA PHARMACY (S-Corp.), d/b/a :  
 Kapaa Pharmacy; :  
 :  
 PACIFIC HEALTH MANAGEMENT, LLC, d/b/a :  
 Lihue Professional Pharmacy; :  
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 MILLERSBURG PHARMACY, INC., d/b/a :  
 Millersburg Pharmacy; :  
 :  
 BOWSER CORPORATION, d/b/a Shankel's :  
 Pharmacy; :  
 :  
 TAYLOR DRUG OPERATING SERVICES, INC., :  
 d/b/a Taylor Drug Operating Services :  
 :  
 GREATER FALLS PHARMACY, INC., d/b/a :  
 Greater Falls Pharmacy; :  
 :  
 HOWES PHARMACY, LLC, d/b/a Howes :  
 Pharmacy; :  
 :  
 MILAN PHARMACY, INC., d/b/a King Pharmacy; :  
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 MED-FAST PHARMACY, INC., d/b/a Med-Fast :  
 Compounding Pharmacy, Med-Fast Pharmacy- :  
 Aliquippa 1, Med-Fast Pharmacy-Aliquippa 2, :  
 Med-Fast Pharmacy-Baden, Med-Fast Pharmacy- :  
 Beaver, Med-Fast Pharmacy-Bethel Park, Med- Fast: :  
 Pharmacy-Clarion, Med-Fast Pharmacy-Greensburg,:  
 Med- Fast Pharmacy-Monaca, Med-Fast Pharmacy- :  
 New Castle, Med-Fast Pharmacy-Oakdale, Med-Fast: :  
 Pharmacy-Pittsburgh-Butler, Med- Fast Pharmacy- :  
 Pittsburgh-William Penn, and Med-Fast :  
 Pharmacy-West Mifflin; :  
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 ELU, INC., d/b/a Point Breeze Pharmacy; :  
 :  
 BECKMAN'S GREENE STREET PHARMACY, :  
 INC., d/b/a Beckman's Greene Street Pharmacy; :  
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BELL-EDGE DRUGS, INC., d/b/a Bell-Edge Pharmacy;	:
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BENNETTS VALLEY PHARMACY, INC., d/b/a Bennetts Valley Pharmacy;	:
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BLUEGRASS RX, LLC, d/b/a Bluegrass Pharmacy;	:
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BROAD & GRANGE, INC., d/b/a Broad & Grange Pharmacy;	:
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BROAD & LEHIGH PHARMACY, INC., d/b/a Broad & Lehigh Pharmacy;	:
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CHOICE FAMILY PHARMACY, INC., d/b/a Choice Family Pharmacy;	:
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EAST BERLIN PHARMACY, INC., d/b/a East Berlin Pharmacy;	:
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	:
FAMILY PHARMACY PROFESSIONAL ASSOCIATION, (Sub S Corp.), d/b/a Family Pharmacy P.A.;	:
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FINO'S PHARMACY, LLC, d/b/a Fino's Pharmacy-Dallas;	:
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KB PHARMACY, LLC, d/b/a Grafton Drug;	:
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HERITAGE PHARMACY, INC., d/b/a Heritage Pharmacy;	:
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MATSTE, INC., d/b/a Hometown Pharmacy-Brookfield;	:
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HEALME, INC., d/b/a Hometown Pharmacy-Columbiana;	:
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TADEK, INC., d/b/a Hometown Pharmacy-Cornersburg and Hometown Pharmacy-Struthers;	:
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KRYNICKI, INC., d/b/a Hometown Pharmacy-Dierkens;	:
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TADMAR, INC., d/b/a Hometown Pharmacy-Girard;	:
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ALOTAD, INC., d/b/a Hometown Pharmacy-Grove City;	:
	:

MARYSIA, INC., d/b/a Hometown Pharmacy-Harmony;

STEMAT, INC., d/b/a Hometown Pharmacy-New Castle;

WANDAROO, INC., d/b/a Hometown Pharmacy-Poland;

ADISHWAR, LLC, d/b/a Langhorne Pharmacy;

LION PHARMACY, INC., d/b/a Lion Pharmacy;

CMV PHARMACY, INC., d/b/a Manlius Pharmacy;

HEIN-LUN, INC., d/b/a Neff Surgical Pharmacy;

NORLAND AVENUE PHARMACY, LLC, d/b/a Norland Avenue Pharmacy;

OAK LANE PHARMACY, INC., d/b/a Oak Lane Pharmacy;

PATTERSON FAMILY PHARMACY, INC., d/b/a Patterson Family Pharmacy;

NEWTKO, INC., d/b/a Port Allegheny Pharmacy;

RICHLANDS PHARMACY ASSOCIATES, d/b/a Richlands Pharmacy;

RX EXPRESS PRESCRIPTION SERVICES, INC., d/b/a Rx Express Prescription Services;

SAV-MOR PHARMACY, INC., d/b/a Sav-Mor Pharmacy;

ST. MARY'S PHARMACY, INC., d/b/a St. Mary's Pharmacy;

STONEWOOD VILLAGE PHARMACY, INC., d/b/a Stonewood Village Pharmacy;

B. KUCHEROVSKY, INC., d/b/a Summerdale Pharmacy;

NEFF DRUGS 9, LLC, d/b/a Sunray Drugs Progress Plaza;

ANTHONY DE BLASIO (Sole Proprietor), d/b/a Tony's Family Pharmacy;

URBAN SPECIALTY PHARMACY, LLC, d/b/a Urban Specialty Pharmacy;

S & R DRUG CO., (S-Corp.), d/b/a S & R Drug Co.;

PINE STREET PHARMACY, d/b/a Stacy's Family Pharmacy;

RX SHOPS, INC., d/b/a Hometown Pharmacy;

MATTHEWSON DRUG CO, INC., d/b/a Matthewson Drug Co;

KULER DRUGS, LLC, d/b/a Med Depot Pharmacy;

CITY DRUG CO OF JEFFERSON TX, d/b/a City Drug;

BELLDINA'S HEALTH MART PHARMACY, LLC, d/b/a Belldina's Health Mart Pharmacy;

FRANKLIN SQUARE PHARMACY, INC., d/b/a Franklin Square Pharmacy;

LEHAN DRUGS, INC., d/b/a Lehan Drugs;

LUKE'S FAMILY PHARMACY, d/b/a Luke's Family Pharmacy;

PURDY PHARMACY, INC., d/b/a Purdy Costless Rx;

READINGS COMMUNITY PHARMACY, INC., d/b/a R&R Pharmacy;

SAN JUAN PHARMACY, INC., d/b/a San Juan Pharmacy;

THE COUNTRY SQUIRE DISCOUNT PHARMACY, INC., d/b/a The Country Squire Discount Pharmacy;

RJMTZ PHARMACY, LLC, d/b/a The Pharmacy Corner;

S & B HEALTH SYSTEMS, LLC, d/b/a

West Cocoa Pharmacy & Compounding;	:
	:
JAK PHARMA, INC., d/b/a Arthur Avenue	:
Pharmacy;	:
	:
VIJAN PHARMA, INC., d/b/a Sure Drugs;	:
	:
JEN PHARMA, INC., d/b/a Summer Ave Pharmacy;	:
	:
MEDICAP SPECIALTY SERVICES, d/b/a	:
Medicap Specialty Services;	:
	:
STAR PHARMACY SERVICES, INC., d/b/a	:
Paoli Pharmacy	:
	:
UNIVERSITY PHARMACY, INC., d/b/a	:
University Pharmacy	:
	:
BERTOLINO’S PHARMACY, INC., d/b/a	:
Bertolino’s Pharmacy;	:
	:
AVEVE, INC., d/b/a Foothills Pharmacy;	:
	:
DAVID J GREENLEE, d/b/a Ross Grant Avenue	:
Pharmacy;	:
	:
NEFF DRUGS 23 LLC., d/b/a Allegheny	:
Apothecary;	:
	:
NEFF DRUGS 24, LLC., d/b/a Holmesburg	:
Pharmacy;	:
	:
	:
Plaintiffs,	:
	:
v.	:
	:
OPTUMRX, successor by merger to	:
Catamaran Corporation,	:
	:
	:
Respondent.	:

## I. **PARTIES TO THE ACTION**

1. Plaintiff Robert D. Mabe, Inc., d/b/a Ashville Apothecary (“Ashville”) and Circleville (“Circleville”) Apothecary, is an Ohio corporation with principal place of business in

Ashville, Ohio. Robert D. Mabe's address is: P.O. Box 165, Ashville, Ohio 4.

2. Plaintiff Abington Pharmacy, Inc., d/b/a Abington Pharmacy ("Abington"), is a Pennsylvania corporation with principal place of business in Abington, Pennsylvania.

Abington's address is: 1460 York Road, Abington, Pennsylvania 19001.

3. Plaintiff Jac Stores, Inc., d/b/a Bertram Pharmacy ("Bertram"), is an Illinois corporation with principal place of business in Robinson, Illinois. Bertram's address for this location is 1300 N. Allen, Robinson, Illinois 62454.

4. Plaintiff Jac Stores, Inc., d/b/a Brown's Drug Store-Effingham ("Brown's Effingham"), is an Illinois corporation with principal place of business in Effingham, Illinois. Brown's Effingham's address for this location is 115 W. Jefferson Effingham, Illinois 62401.

5. Plaintiff Jac Stores, Inc., d/b/a Martinsville Pharmacy ("Martinsville"), is an Illinois corporation with principal place of business in Martinsville, Illinois. Martinsville's address for this location is 890 Ridgelawn Road, Martinsville, Illinois 62442.

6. Plaintiff Jac Stores, Inc., d/b/a Sav-Mor Pharmacy-Clinton ("Sav-Mor Clinton"), is an Illinois corporation with principal place of business in Clinton, Illinois. Sav-Mor Clinton's address for this location is 59 Cedar Square, Clinton, Illinois 61727.

7. Plaintiff Jac Stores, Inc., d/b/a Sav-Mor Pharmacy-Flora (Sav-Mor Flora"), is an Illinois corporation with principal place of business in Flora, Illinois. Sav-Mor Flora's address for this location is 121 W. North Avenue, Flora, Illinois 62839.

8. Plaintiff Jac Stores, Inc., d/b/a Sav-Mor Pharmacy-Mt. Zion ("Sav-Mor Mt. Zion"), is an Illinois corporation with principal place of business in Mt. Zion, Illinois. Sav-Mor Mt. Zion's address for this location is 1410 E. Village Parkway, Mt. Zion, Illinois 62549.

9. Plaintiff Jac Stores, Inc., d/b/a Sav-Mor Pharmacy-Neoga ("Sav-Mor Neoga"), is

an Illinois corporation with principal place of business in Neoga, Illinois. Sav-Mor Neoga address for this location is 596 Oak, Neoga, Illinois 62447.

10. Plaintiff Jac Stores, Inc., d/b/a Sav-Mor Pharmacy-Nokomis (“Sav-Mor Nokomis”), is an Illinois corporation with principal place of business in Nokomis, Illinois. Sav-Mor Nokomis address for this location is 110 E. State Street, Nokomis, Illinois 62075.

11. Plaintiff Jac Stores, Inc., d/b/a Sav-Mor Pharmacy-Tuscola (“Sav-Mor Tuscola”), is an Illinois corporation with principal place of business in Tuscola, Illinois. Sav-Mor Tuscola address for this location is 104 E. Southline Route 36 Unit A, Tuscola, Illinois 61953.

12. Plaintiff Jac Stores, Inc., d/b/a Sav-Mor Pharmacy-Virden (“Sav-Mor Virden”), is an Illinois corporation with principal place of business in Virden, Illinois. Sav-Mor Virden’s address for this location is 105 E. Jackson, Virden, Illinois 62690.

13. Plaintiff Jac Stores, Inc., d/b/a The Pharmacie Shoppe (“Pharmacie Shoppe”), is an Illinois corporation with principal place of business in Caseg, Illinois. Pharmacie Shoppe’s address for this location is 202 W. Edgar, Caseg, Illinois 62420.

14. Plaintiff Jac Stores, Inc., d/b/a Toledo Pharmacy (“Toledo Pharmacy”), is an Illinois corporation with principal place of business in Toledo, Illinois. Toledo Pharmacy’s address for this location is 170 N. Courthouse Square, Toledo, Illinois 62468.

15. Plaintiff Bien Pharmacy, Inc., d/b/a Bien Pharmacy (“Bien”), is a South Dakota corporation with principal place of business in Millbank, South Dakota. Bien’s address is 222 S. Main Street, Millbank, South Dakota 57252.

16. Plaintiff Blende Drug, Inc., d/b/a Blende Drug (“Blende”), is a Colorado corporation with principal place of business in Pueblo, Colorado. Blende’s address is 1910



Santa Fe Drive, Pueblo, Colorado 81006.

17. Plaintiff Wullstein Pharmacy, Inc., d/b/a Brandon Health Mart Pharmacy (“Brandon Drug”), is a South Dakota corporation with principal place of business in Brandon, South Dakota. Wullstein Pharmacy, Inc., address is 1517 W. Holly Blvd, Brandon, South Dakota 57005.

18. Plaintiff Buchanan Brothers Pharmacy, Inc., d/b/a Buchanan Brothers Pharmacy-Coudersport (“Buchanan Coudersport”), is a Pennsylvania corporation with principal place of business in Coudersport, Pennsylvania. Buchanan Brothers Pharmacy, Inc. address for this location is 101 N. Main Street, Coudersport, Pennsylvania 16915.

19. Plaintiff Buchanan Brothers Pharmacy, Inc., d/b/a Buchanan Brothers Pharmacy-Eldred (“Buchanan Eldred”), is a Pennsylvania corporation with principal place of business in Eldred, Pennsylvania. Buchanan Brothers Pharmacy, Inc. address for this location is 170 Main Street, Eldred, Pennsylvania 16731.

20. Plaintiff Buchanan Brothers Pharmacy, Inc., d/b/a Buchanan Brothers Pharmacy-Elkland (“Buchanan Elkland”), is a Pennsylvania corporation with principal place of business in Elkland, Pennsylvania. Buchanan Brothers Pharmacy, Inc. address for this location is 206 Main Street, Elkland, Pennsylvania 16920.

21. Plaintiff Buchanan Brothers Pharmacy, Inc., d/b/a Buchanan Brothers Pharmacy-Smethport (“Buchanan Smethport”), is a Pennsylvania corporation with principal place of business in Smethport, Pennsylvania. Buchanan Brothers Pharmacy, Inc. address for this location is 313 W. Main Street, Smethport, Pennsylvania 16749.

22. Plaintiff Buchanan Brothers Pharmacy, Inc., d/b/a Buchanan Brothers Pharmacy-Westfield (“Buchanan Westfield”), is a Pennsylvania corporation with principal place of

business in Westfield, Pennsylvania. Buchanan Brothers Pharmacy, Inc. address for this location is 122 W. Main Street, Westfield, Pennsylvania 16950.

23. Plaintiff Carroll Apothecary, Inc., d/b/a Carroll Apothecary (“Carroll”), is an Iowa corporation with principal place of business in Carroll, Iowa. Carroll Apothecary, Inc. address is 425 HWY 30 W. Ste. 140 PO Box 157, Carroll, Iowa 51401.

24. Plaintiff Carroll Apothecary, LTC, d/b/a Carroll Apothecary, LTC (“Carroll LTC”), is an Iowa corporation with principal place of business in Carroll, Iowa. Carroll Apothecary, Inc. address is 425 HWY 30 W. Ste. 140 PO Box 157, Carroll, Iowa 51401.

25. Plaintiff Concord, Inc., d/b/a Concord Drugs (“Concord”), is a Georgia corporation with principal place of business in Atlanta, Georgia. Concord, Inc. address for this location is 8046 Roswell Road Ste. 202, Atlanta, Georgia 30350.

26. Plaintiff Concord, Inc. d/b/a Carltons Dunwoody Pharmacy (“Carltons”), is a Georgia corporation with principal place of business in Atlanta, Georgia. Concord, Inc. address for this location is 8046 Roswell Road Ste. 202, Atlanta, Georgia 30350.

27. Plaintiff Concord, Inc. d/b/a Concord Pharmacy (“Concord Pharmacy”), is a Georgia corporation with principal place of business in Atlanta, Georgia. Concord, Inc. address for this location is 8046 Roswell Road Ste. 202, Atlanta, Georgia 30350.

28. Plaintiff Delray Shores Pharmacy, Inc. d/b/a Delray Shores Pharmacy (“Delray”), is a Florida corporation with principal place of business in Delray Beach, Florida. Delray Shores Pharmacy, Inc. address is 601 N. Congress Ave #407, Delray Beach, Florida 33445.

29. Plaintiff K.V.H., Inc. d/b/a Duvall Family Drugs (“Duvall”), is a Washington corporation with principal place of business in Duvall, Washington. K.V.H., Inc. address is

15602 Main Street NE PO Box 459, Duvall, Washington 98019.

30. Plaintiff Ellensburg Downtown Pharmacy, Inc. d/b/a Ellensburg Downtown Pharmacy (“Ellensburg”), is a Washington corporation with principal place of business in Ellensburg, Washington. Ellensburg Downtown Pharmacy, Inc. address is 414 N. Pearl Street, Ellensburg, Washington 98926.

31. Plaintiff Eric’s Rx Shoppe, LLC d/b/a Eric’s Rx Shoppe (“Eric’s”), is a limited liability company with principal place of business in Horsham, Pennsylvania. The LLC’s members are all citizens of Pennsylvania. Address for Eric’s is 810 Welsh Road, Horsham, Pennsylvania 19044.

32. Plaintiff Ferguson Rexall Drug, Inc. d/b/a Ferguson Rexall Drug (“Ferguson”), is a Kansas corporation with principal place of business in Clay Center, Kansas. Ferguson Rexall Drug, Inc. address is 713 5th Street, Clay Center, Kansas 67432.

33. Plaintiff Fox Drug, Inc. d/b/a Fox Drug (“Fox”), is a Colorado corporation with principal place of business in Florence, Colorado. Fox Drug, Inc. address is 1100 E. Main Street, Florence, Colorado 81226.

34. Plaintiff Cathron, Inc. d/b/a Gibson Discount Pharmacy (“Gibson-Alabama”), is an Alabama corporation with principal place of business in Birmingham, Alabama. Gibson-Alabama’s address is 1133 Lomb Avenue SW, Birmingham, Alabama 35211.

35. Plaintiff KZ Enterprises, LLC. d/b/a Gladwyne Pharmacy (“Gladwyne”), is a limited liability corporation with principal place of business in Gladwyne, Pennsylvania. The LLC’s members are all citizens of Pennsylvania. Gladwyne’s address is 352 Righters Mill Road, Gladwyne, Pennsylvania 19035.

36. Plaintiff RCH Pharmacy Services, LTD. d/b/a Guide Point Pharmacy #102

(Guide Point #102), is a corporation with principal place of business in Rochester, Minnesota. Guide Point #102's address is 202 N. Broadway, Rochester, Minnesota 55906.

37. Plaintiff Pharmacy Services, Inc. d/b/a Harris Pharmacy ("Harris"), is a Colorado corporation with principal place of business in Rocky Ford, Colorado. Harris's address is 309 N. Main Street, Rocky Ford, Colorado 81067.

38. Plaintiff Pharmacy Services, Inc. d/b/a Kiowa Pharmacy ("Kiowa"), is a Colorado corporation with principal place of business in Eads, Colorado. Kiowa's address is 1201 Maine Street PO Box 10, Eads, Colorado 81036.

39. Plaintiff Pharmacy Services, Inc. d/b/a Ordway Health Mart Pharmacy ("Ordway"), is a Colorado corporation with principal place of business in Ordway, Colorado. Ordway's address is 231 Main Street, Ordway, Colorado 81063.

40. Plaintiff Pharmacy Services, Inc. d/b/a Val-U-Med Pharmacy ("Val-U-Med"), is a Colorado corporation with principal place of business in Las Animas, Colorado. Val-u-med's address is 159 Bent Avenue, Las Animas, Colorado 81054.

41. Plaintiff Hines Pharmacy, Inc. d/b/a Hines Pharmacy ("Hines"), is a Kentucky corporation with principal place of business in Bowling Green, Kentucky. Hines' address is 1340 Kentucky Hwy, Bowling Green, Kentucky 42101.

42. Plaintiff Hines Pharmacy at WKOA. d/b/a Hines Pharmacy WKOA ("Hines WKOA"), is a Kentucky corporation with principal place of business in Bowling Green, Kentucky. Hines WKOA's address is 165 Natchez Trace Ste. 101, Bowling Green, Kentucky 42104.

43. Plaintiff E R Black Pharmacy, Inc. d/b/a Holland Patent Pharmacy ("Holland"), is a New York corporation with principal place of business in Holland Patent, New York.

Holland's address is 9553 Main Street, Holland Patent, New York 13354.

44. Plaintiff Family Pharmacy d/b/a Hurricane Family Pharmacy ("Hurricane"), is a Utah corporation with principal place of business in Hurricane, Utah. Hurricane's address is 25 N. 2000 Lane, Hurricane, Utah 84737.

45. Plaintiff J&S Professional Pharmacy, Inc. (S-Corp.) d/b/a J&S Professional Pharmacy ("J&S"), is an Illinois corporation with principal place of business in West Frankfort, Illinois. J&S' address is 309 W. St Louis Street, West Frankfort, Illinois 62896.

46. Plaintiff Vosmek Drug Store, Inc. d/b/a Lakeside Pharmacy ("Lakeside"), is a Wisconsin corporation with principal place of business in Antigo, Wisconsin. Lakeside's address is 536 5th Avenue, Antigo, Wisconsin 54409.

47. Plaintiff Mesa Pharmacy of Pueblo, Inc., d/b/a Mesa Pharmacy of Pueblo ("Mesa"), is a Colorado corporation with principal place of business in Pueblo, Colorado. Mesa's address is 25140 E. US Highway 50, Pueblo, Colorado 81006.

48. Plaintiff Parkway Drugs of Oneida County, Inc., d/b/a Parkway Drugs of Oneida County ("Parkway"), is a New York corporation with principal place of business in Utica, New York. Parkway's address is 1256 Albany Street, Utica, New York 13501.

49. Plaintiff Parkway Drugs of Oneida County North, Inc., d/b/a Parkway Drugs of Oneida North ("Parkway-North"), is a New York corporation with principal place of business in Utica, New York. Parkway-North's address is 350 Leland Avenue, Utica, New York 13502.

50. Plaintiff Parkway Drugs of Oneida County South, Inc., d/b/a Parkway Drugs of Oneida South ("Parkway-South"), is a New York corporation with principal place of business in Utica, New York. Parkway-South's address is 485 French Road, Utica, New York 13502.

51. Plaintiff Street Road Pharmacy, Inc., d/b/a Parkwood Street Road Pharmacy

(“Parkwood”), is a Pennsylvania corporation with principal place of business in Bensalem, Pennsylvania. Parkwood’s address is 3532 Street Road, Bensalem, Pennsylvania 19020.

52. Plaintiff Philadelphia Pharmacy, Inc., d/b/a Philadelphia Pharmacy (“Philadelphia”), is a Pennsylvania corporation with principal place of business in Philadelphia, Pennsylvania. Philadelphia’s address is 101 E. Lehigh Avenue, Philadelphia, Pennsylvania 19125.

53. Plaintiff Philip E Pepper, Inc., d/b/a Philip E Pepper (“Philip”), is a Pennsylvania corporation with a principal place of business in Lansdowne, Pennsylvania. Philip’s address is 195-197 E Plumstead Avenue, Lansdowne, Pennsylvania 19050.

54. Plaintiff Pressman, Inc., d/b/a Pill Box Pharmacy (“Pill Box”), is a Florida corporation with a principal place of business in Pembroke Pines, Florida. Pill Box’s address is 1700 NW 122 Terrace, Pembroke Pines, Florida 33026.

55. Plaintiff Chelsea Drugs, Inc., d/b/a Randall’s Pharmacy (“Randall”), is a New York corporation with a principal place of business in New Hartford, New York. Randall’s address is 44 Genesee Street, New Hartford, New York 13413.

56. Plaintiff Rashid Pharmacy, PLC., d/b/a Rashid Pharmacy and Rashid Long Term Care (“Rashid”), is an Iowa corporation with a principal place of business in Fort Madison, Iowa. Rashid’s address is 2404 Avenue L, Fort Madison, Iowa 52627.

57. Plaintiff Shakti Pharmacy, Inc., d/b/a Real Pharmacy (“Real”), is a New York corporation with a principal place of business in Bronx, New York. Real’s address is 113 W. Kingsbridge Road, Bronx, New York 10468.

58. Plaintiff Red Cross Pharmacy, Inc., d/b/a Red Cross Pharmacy (“Red”), is a Wisconsin corporation with a principal place of business in Spooner, Wisconsin. Red’s address

is 146 Walnut Street, Spooner, Wisconsin 54801.

59. Plaintiff Reed Discount Pharmacy, Inc., d/b/a Reed Discount Pharmacy (“Reed Kansas”), is a Kansas corporation with a principal place of business in Larned, Kansas. Reed Kansas’ address is 326 West 14th, Larned, Kansas 67550.

60. Plaintiff Reed Pharmacy, Inc., d/b/a Reed Pharmacy (“Reed #2”), is a Kansas corporation with a principal place of business in Sterling, Kansas. Reed #2’s address is 118 S. Broadway, Sterling, Kansas 67579.

61. Plaintiff GNSP Corp., d/b/a Rx Oasis (“Rx Oasis”), is a Florida corporation with a principal place of business in Riverview, Florida. Rx Oasis’s address is 9304 Barn Riverview Road, Riverview, Florida 33569.

62. Plaintiff Savall Drug, Inc., d/b/a Savall Drug (“Savall”), is a New York corporation with a principal place of business in Merrick, New York. Savall’s contact location is 293 Merrick Avenue, Merrick, New York 11566.

63. Plaintiff Silverman Pharmacy, Inc., d/b/a Silverman Pharmacy (“Silverman”), is a Pennsylvania corporation with a principal place of business in Philadelphia, Pennsylvania. Silverman’s contact location is 2501 S. 7th Street, Philadelphia, Pennsylvania 19148.

64. Plaintiff L & M Pharmacy, Inc., d/b/a Smith Pharmacy (“Smith”), is a New York corporation with a principal place of business in Hicksville, New York. Smith’s contact location is 53 North Broadway, Hicksville, New York 11801.

65. Plaintiff Suburban Bustleton Pharmacy, Inc., d/b/a Suburban Bustleton Pharmacy (“Suburban”), is a Pennsylvania corporation with a principal place of business in Philadelphia, Pennsylvania. Suburban’s address is 10875 Bustleton Avenue, Philadelphia, Pennsylvania 19116.

66. Plaintiff RCL Pharmacy Services, Inc., d/b/a Tepper Pharmacy (“Tepper”), is a Pennsylvania corporation with a principal place of business in Wynnewood, Pennsylvania. Tepper’s address is 333 E. Lancaster Avenue, Wynnewood, Pennsylvania 19096.

67. Plaintiff Opera House Pharmacy Company, d/b/a The Opera House Pharmacy (“Opera House”), is a Colorado corporation with a principal place of business in La Junta, Colorado. Opera House’s address is PO Box 377, 223 Colorado Avenue, La Junta, Colorado 81050.

68. Plaintiff Spivack, Inc., d/b/a Verree Pharmacy (“Verree”), is a Pennsylvania corporation with principal place of business in Philadelphia, Pennsylvania. Verree’s address is 7960 Verree Road, Philadelphia, Pennsylvania 19111.

69. Plaintiff Town and Country Pharmacies, Inc., d/b/a The Medicine Shoppe-Duquoin (“Duquoin”), is an Illinois corporation with principal place of business in Duquoin, Illinois. Duquoin’s address is 207 G. Main Street, Duquoin, Illinois 62832.

70. Plaintiff William J Farlander, Inc., d/b/a Westside Pharmacy (“Westside”), is a Hawaii corporation with a principal place of business in Hanapepe, Hawaii. Westside’s address is 1-3845 Kaumuelii Highway, Hanapepe, Hawaii 96716.

71. Plaintiff Whitman Pharmacy, d/b/a Whitman Pharmacy (“Whitman”), is a Pennsylvania corporation with a principal place for business in Holicong, Pennsylvania. Whitman’s address is PO Box 299, Holicong, Pennsylvania 18928.

72. Plaintiff Meds and More, Inc., d/b/a Meds & More (“Meds & More”), is a Nebraska corporation with a principal place of business in Norfolk, Nebraska. Meds & More’s address is 500 S. 13th Street Ste. 100, Norfolk, Nebraska 68701.

73. Plaintiff Carrollton Drugs, Inc., d/b/a Carrollton Drugs (“Carrollton”), is an



Alabama corporation with a principal place of business in Carrollton, Alabama. Carrollton's address is 25700 Highway 17, Carrollton, Alabama 35447.

74. Plaintiff Bowen Pharmacy, LLC, d/b/a Bowen Pharmacy ("Bowen"), is an Alabama limited liability company with principal place of business in Dothan, Alabama. The LLC's members are all citizens of Alabama. Bowen's address is: 1906 Fairview Avenue, Dothan, Alabama 36301.

75. Plaintiff Ball Ground Pharmacy, LLC, d/b/a Ball Ground Pharmacy ("Ball Ground"), is a Georgia limited liability company with principal place of business in Ball Ground, Georgia. The LLC's members are all citizens of Georgia. Ball Ground's address is: 470 Valley Street Ste. 100, Ball Ground, Georgia 30107.

76. Plaintiff Bren-Mak, LLC, d/b/a Corner Drugs ("Corner"), is a Georgia limited liability company with principal place of business in Chatsworth, Georgia. The LLC's members are all citizens of Georgia. Corner's address is: 430 N. 3rd Avenue, PO Box 99, Chatsworth, Georgia 30705.

77. Plaintiff Hitchcock Rx Inc., d/b/a Jack's Discount Pharmacy ("Jack's"), is an Alabama corporation with principal place of business in West Blocton, Alabama. Jack's address is: 23010 Highway 5, West Blocton, Alabama 35184.

78. Plaintiff Little Drug Company, LLC, d/b/a Little Drug Company ("Little Drug"), is an Alabama limited liability company with principal place of business in Linden, Alabama. The LLC's members are all citizens of Alabama. Little Drug's address is: 310 South Main Street PO Box 480999, Linden, Alabama 36748.

79. Plaintiff Brown's Drug Store d/b/a Brown's Drug Store ("Brown's"), is a Vermont corporation with principal place of business in Derby Line, Vermont. Brown's

address is: 40 Main Street PO Box 427, Derby Line, Vermont 05830.

80. Plaintiff Parkhill Pharmacy, Inc., d/b/a Lopez Island Pharmacy (“Lopez Island”), is a Washington corporation with principal place of business in Lopez Island, Washington.

Lopez Island’s address is: 352 Lopez Road, Lopez Island, Washington 98261.

81. Plaintiff Ankeny Apothecary, Inc., d/b/a Medicap Pharmacy #8015 (“Medicap #8015”), is an Iowa corporation with principal place of business in Ankeny, Iowa. Medicap #8015’s address is: 107 NE Delaware Ave. Ste. 6, Ankeny, Iowa 50021.

82. Plaintiff Professional Pharmacy, LLC., d/b/a Professional Pharmacy (“Professional”), is a Colorado limited liability company with principal place of business in Colorado Springs, Colorado. The LLC’s members are all citizens of Colorado. Professional’s address is: 155 Printers Parkway Ste. 120, Colorado Springs, Colorado 80910.

83. Plaintiff Desert Sky Pharmacy, LLC, d/b/a Desert Sky Pharmacy (“Desert Sky”), is an Arizona limited liability company with principal place of business in Goodyear, Arizona. The LLC’s members are all citizens of Arizona. Desert Sky’s address is: 15031 W. Elm Street, Goodyear, Arizona 85395.

84. Plaintiff Mt. Vernon Community Pharmacy, Inc., d/b/a The Medicine Shoppe #0560 (“Medicine Shoppe #0560”), is an Illinois corporation with principal place of business in Mt. Vernon, Illinois. Medicine Shoppe #0560’s address is: 2339 Broadway, Mt. Vernon, Illinois 62864.

85. Plaintiff Bedford Pharmacy, Inc., d/b/a Bedford Pharmacy (“Bedford”), is a New Hampshire corporation with principal place of business in Bedford, New Hampshire. Bedford’s address is: 209 Route 101, Bedford, New Hampshire 03110.

86. Plaintiff Medscene, Inc., d/b/a Crown Drugs (“Crown Drugs”), is a Pennsylvania

corporation with principal place of business in Philadelphia, Pennsylvania. Crown Drugs' address is: 6519 Frankford Ave, Philadelphia, Pennsylvania 19135.

87. Plaintiff Delco Pharmacy, Inc., d/b/a Delco Pharmacy ("Delco"), is a Pennsylvania corporation with principal place of business in Philadelphia, Pennsylvania. Delco's address is: 5604 N. Broad Street, Philadelphia, Pennsylvania 19141.

88. Plaintiff Linson Pharmacy Limited (S-Corp), d/b/a Linson Pharmacy ("Linson"), is a North Dakota corporation with principal place of business in Fargo, North Dakota. Linson's address is: 3175 25th Street South, Fargo, North Dakota 58103.

89. Plaintiff Tamp, Inc., d/b/a Pomarico's Pharmacy ("Pomarico's"), is a New Jersey corporation with principal place of business in Jersey City, New Jersey. Pomarico's address is: 239 Old Bergen Road, Jersey City, New Jersey 07305

90. Plaintiff Redner's Market, Inc., d/b/a Redner's Pharmacy ("Redner's"), is a Pennsylvania corporation with principal place of business in Leesport, Pennsylvania. Redner's address is: 5471 Pottsville Pike PO Box 744, Leesport, Pennsylvania 19533.

91. Plaintiff Redner's Market, Inc., d/b/a Redner's Pharmacy #21 ("Redner's #21"), is a Pennsylvania corporation with principal place of business in Schuylkill Haven, Pennsylvania. Redner's #21 address is: 191 Manheim Road, Schuylkill Haven, Pennsylvania 17972.

92. Plaintiff Redner's Market, Inc., d/b/a Redner's Pharmacy #22 ("Redner's #22"), is a Pennsylvania corporation with principal place of business in Shenandoah, Pennsylvania. Redner's #22 address is: 3 Gold Star Plaza, Shenandoah, Pennsylvania 17976.

93. Plaintiff Redner's Market, Inc., d/b/a Redner's Pharmacy #23 ("Redner's #23"), is a Pennsylvania corporation with principal place of business in Fredericksburg, Pennsylvania.

Redner's #23 address is: 2977 State Road 22, Fredericksburg, Pennsylvania 17026.

94. Plaintiff Waschko's Pharmacy, Inc., d/b/a Waschko's Pharmacy ("Waschko's"), is a Pennsylvania corporation with principal place of business in Hazleton, Pennsylvania.

Waschko's address is: 257 N. Wyoming Street, Hazleton, Pennsylvania 18201.

95. Plaintiff Wells Pharmacy (Sole Prop.), d/b/a Wells Pharmacy ("Wells"), is a Colorado pharmacy with a principal place of business in Cheyenne Wells, Colorado. Wells' address is 180 South 1st East, Cheyenne Wells, Colorado 80810.

96. Plaintiff Larsen Service Drug, Inc., d/b/a Larsen Service Drug-New Town ("Larsen-New Town"), is a North Dakota corporation with a location in New Town, North Dakota. Larsen-New Town's address is: 334 Main Street, New Town, North Dakota 58763.

97. Plaintiff Larsen Service Drug, Inc., d/b/a Larsen Service Drug-Watford City ("Larsen-Watford City"), is a North Dakota corporation with a location in Watford City, North Dakota. Larsen-Watford City's address is: 244 N. Main Street, Watford City, North Dakota 58854.

98. Plaintiff Kelly Kidz, d/b/a Kapler's Pharmacy ("Kapler's"), is a New Jersey corporation with principal place of business in Beach Haven, New Jersey. Kapler's address is: 1 S. Bay Avenue, Beach Haven, New Jersey 08008.

99. Plaintiff DB Lutz, Inc., d/b/a Rhoads Pharmacy & Gift Shop ("Rhoads"), is a Pennsylvania corporation with principal place of business in Hummelstown, Pennsylvania. Rhoads' address is: 17 West Main Street, Hummelstown, Pennsylvania 17036.

100. Plaintiff 8th Street Pharmacy, LLC., d/b/a 8th Street Pharmacy ("8th Street"), is a Pennsylvania limited liability company with principal place of business in Philadelphia, Pennsylvania. The LLC's members are all citizens of Pennsylvania. 8th Street's address is: 819

S. 8th Street, Philadelphia, Pennsylvania 19147.

101. Plaintiff Academy Pharmacy, LLC., d/b/a Academy Pharmacy (“Academy”), is a Pennsylvania limited liability company with principal place of business in Philadelphia, Pennsylvania. The LLC’s members are all citizens of Pennsylvania. Academy’s address is: 10101 Academy Road Ste. 105, Philadelphia, Pennsylvania 19114.

102. Plaintiff Blount’s Mutual Drugs, Inc., d/b/a Blount’s Mutual Drugs (“Blount’s”), is a North Carolina corporation with principal place of business in Edenton, North Carolina. Blount’s address is: 323 S. Broad Street PO Box 209, Edenton, North Carolina 27932.

103. Plaintiff Public Drug Company, d/b/a Booneville Discount Drug (“Booneville”), is a Kentucky company with principal place of business in Booneville, Kentucky. Booneville’s address is: 478 KY 11 North PO Box 1108, Booneville, Kentucky 41314.

104. Plaintiff Chapman Healthcare Pharmacy, Inc., d/b/a Chapman Healthcare Pharmacy (“Chapman”), is a Georgia corporation with principal place of business in Vidalia, Georgia. Chapman’s address is: 305 Maple Drive, Vidalia, Georgia 30474.

105. Plaintiff Chelten Drug, Inc., d/b/a Chelten Drugs (“Chelten”), is a Pennsylvania corporation with principal place of business in Philadelphia, Pennsylvania. Chelten’s address is: 2137 E. Chelten Avenue, Philadelphia, Pennsylvania 19138.

106. Plaintiff Cobb’s Westside Pharmacy, Inc., d/b/a Cobb’s Westside Pharmacy (“Cobb’s”), is an Arkansas corporation with principal place of business in Russellville, Arkansas. Cobb’s address is: 108 Skyline Drive Ste. B, Russellville, Arkansas 72801.

107. Plaintiff Crittenden’s Drug, Inc., d/b/a Crittenden’s Drug (“Crittenden’s”), is a Virginia corporation with principal place of business in Crewe, Virginia. Crittenden’s address is: 121 W. Carolina Avenue, Crewe, Virginia 23930.

108. Plaintiff Dahlonge Pharmacy, Inc., d/b/a Dahlonge Pharmacy (“Dahlonge”), is a Georgia corporation with principal place of business in Dahlonge, Georgia. Dahlonge address is: 70 Memorial Drive, Dahlonge, Georgia 30533.

109. Plaintiff Don’s Pharmacy, Inc., d/b/a Don’s Pharmacy (“Don’s”), is an Arkansas corporation with a principal place of business in Little Rock, Arkansas. Don’s address is: 8609 W. Markham, Little Rock, Arkansas 72205.

110. Plaintiff Neff Drugs 8, LLC, d/b/a Fairdale Pharmacy (“Fairdale”), is a Pennsylvania limited liability company with principal place of business in Philadelphia, Pennsylvania. The LLC’s members are all citizens of Pennsylvania. Fairdale’s address is: 4019 Fairdale Road, Philadelphia, Pennsylvania 19154.

111. Plaintiff Friendly Pharmacy, LP., d/b/a Friendly Pharmacy (“Friendly”), is a Pennsylvania limited partnership with principal place of business in Philadelphia, Pennsylvania. Friendly’s address is: 2258 North Front Street, Philadelphia, Pennsylvania 19133.

112. Plaintiff Friendship Pharmacy, Inc., d/b/a Friendship Pharmacy (“Friendship”), is a Pennsylvania corporation with principal place of business in Philadelphia, Pennsylvania. Friendship’s address is: 3300 Cottman Avenue, Philadelphia, Pennsylvania 19149.

113. Plaintiff Glendale Prescription Center, Inc., d/b/a Glendale Prescription Center (“Glendale”), is a Pennsylvania corporation with principal place of business in Philadelphia, Pennsylvania. Glendale’s address is: 7601 Castor Avenue, Philadelphia, Pennsylvania 19152.

114. Plaintiff Good Pharmacy, LLC., d/b/a Good Pharmacy (“Good”), is a Pennsylvania limited liability company with principal place of business in Philadelphia, Pennsylvania. The LLC’s members are all citizens of Pennsylvania. Good’s address is: 851 E. Allegheny Avenue, Philadelphia, Pennsylvania 19134.

115. Plaintiff Hereford Pharmacy, Inc., d/b/a Hereford Pharmacy (“Hereford”), is a Maryland corporation with a principal place of business in Parkton, Maryland. Hereford’s address is: 216 Mt. Carmel Road, Parkton, Maryland 21120.

116. Plaintiff Handi Capable, Inc., d/b/a Medicine To Go Pharmacies (“Medicine To Go”), is a New Jersey corporation with a principal place of business in Forked River, New Jersey. Medicine To Go’s address is: 528 W. Lacey Road, Forked River, New Jersey 08731.

117. Plaintiff BHS d/b/a North Philly Pharmacy (“North Philly”), is a Pennsylvania pharmacy with a principal place of business in Philadelphia, Pennsylvania. North Philly’s address is: 118 Diamond Street, Philadelphia, Pennsylvania 19122.

118. Plaintiff Pharmacy Care Centers, LLC, d/b/a Peakside Pharmacy Care Center (“Peakside”), is a Virginia limited liability company with principal place of business in Harrisonburg, Virginia. The LLC’s members are all citizens of Virginia. Peakside’s address is: 4063 Quarles Court, Harrisonburg, Virginia 22801.

119. Plaintiff Phreds Drug, Inc., d/b/a Phreds Drug (“Phreds”), is a Rhode Island corporation with a principal place of business in Cranston, Rhode Island. Phred’s address is: 1300 Oaklawn Avenue, Cranston, Rhode Island 02920.

120. Plaintiff Professional Pharmacy of Oxford, LLC, d/b/a Professional Pharmacy of Oxford (“Professional-Oxford”), is a North Carolina limited liability company with principal place of business in Oxford, North Carolina. The LLC’s members are all citizens of North Carolina. Professional-Oxford’s address is: 140 Roxboro Road, Oxford, North Carolina 27565.

121. Plaintiff Rann Pharmacy, Inc., d/b/a Rann Pharmacy (“Rann”), is a Pennsylvania corporation with a principal place of business in Harleysville, Pennsylvania. Rann’s address is: 377 Main Street, Harleysville, Pennsylvania 19438.

122. Plaintiff Reeser's Pharmacy, Inc., d/b/a Reeser's Pharmacy ("Reeser's"), is a Maryland corporation with a principal place of business in St. Michaels, Maryland. Reeser's address is: 1013 S. Talbot Street, St. Michaels, Maryland 21663.

123. Plaintiff Smith Brothers Drug Company, Inc., d/b/a Smith Brothers Drug Co. ("Smith Brothers"), is a New Jersey corporation with a principal place of business in Maple Shade, New Jersey. Smith Brothers' address is: 25 West Main Street, Maple Shade, New Jersey 08052.

124. Plaintiff South End Pharmacy, Inc., d/b/a South End Pharmacy ("South End"), is a South Carolina corporation with a principal place of business in Rock Hill, North Carolina. South End's address is: 1401 Albright Road, Rock Hill, North Carolina 29730.

125. Plaintiff Old Baltimore Pike Apothecary, Inc., d/b/a Southern Chester County Pharmacy ("Southern Chester"), is a Pennsylvania corporation with a principal place of business in West Grove, Pennsylvania. Southern Chester's address is: 1011 W. Baltimore Pike, West Grove, Pennsylvania 19390.

126. Plaintiff SSJARS, Inc., d/b/a Stanwood Pharmacy ("Stanwood"), is a Pennsylvania corporation with a principal place of business in Philadelphia, Pennsylvania. Stanwood's address is: 8035 Bustleton Avenue, Philadelphia, Pennsylvania 19152.

127. Plaintiff Total Care Rx, Inc., d/b/a Total Care Rx ("Total Care"), is a New York corporation with a principal place of business in Flushing, New York. Total Care's address is: 57-37 Main Street, Flushing, New York 11355.

128. Plaintiff Wally's Pharmacy, Inc., d/b/a Wally's Pharmacy ("Wally's"), is a North Carolina corporation with principal place of business in Mt. Airy, North Carolina. Wally's address is: 933 Rockford Street, Mt. Airy, North Carolina 27030.



129. Plaintiff Crystal City Apothecary, LLC., d/b/a Waverly Pharmacy (“Waverly”), is a New York limited liability company with principal place of business in Waverly, New York. The LLC’s members are all citizens of New York. Waverly’s address is: 443 Cayote Avenue, Waverly, New York 14892.

130. Plaintiff Gayco, Inc., d/b/a Gayco Healthcare (“Gayco”), is a Georgia corporation with principal place of business in Dublin, Georgia. Gayco’s address is: 507 Industrial Blvd, Dublin, Georgia 31021.

131. Plaintiff Walter’s Pharmacy, Inc., d/b/a Walter’s Pharmacy (“Walter’s”), is a Pennsylvania corporation with principal place of business in Allentown, Pennsylvania. Walter’s address is: 401 N. 17th Street, Allentown, Pennsylvania 18104.

132. Plaintiff Nova Star Pharmacy, Inc., d/b/a Nova Star Pharmacy (“Nova Star”), is a Pennsylvania corporation with principal place of business in Philadelphia, Pennsylvania. Nova Star’s address is: 301 East Girard Avenue, Philadelphia, Pennsylvania 19149.

133. Plaintiff Ripley Drug Co., d/b/a Ripley Drug Co. (“Ripley Drug”), is a Mississippi corporation with principal place of business in Ripley, Mississippi. Ripley’s address is: 1010 City Ave North PO Box 415, Ripley, Mississippi 38663.

134. Plaintiff Shirley Court Pharmacy, Inc., d/b/a Upper Darby Pharmacy (“Upper Darby”), is a Pennsylvania corporation with principal place of business in Upper Darby, Pennsylvania. Upper Darby’s address is: 119 Long Lane, Upper Darby, Pennsylvania 19082.

135. Plaintiff Add, Inc., d/b/a Add Drug (“Add”), is a Georgia corporation with principal place of business in Athens, Georgia. Add’s address is: 1695 S. Lumpkin Street, Athens, Georgia 30606.

136. Plaintiff R W Group, Inc., d/b/a Beacon Prescriptions (“Beacon”), is a

Connecticut corporation with principal place of business in Bristol, Connecticut. Beacon's address is: 57 South Street, Bristol, Connecticut 06010.

137. Plaintiff Wakeem, Inc., d/b/a Bell Apothecary ("Bell"), is a Pennsylvania corporation with principal place of business in Easton, Pennsylvania. Bell's address is: 2045 Fairview Avenue, Easton, Pennsylvania 18042.

138. Plaintiff Boyd's Pharmacy of Florence, Inc., d/b/a Boyd's Pharmacy Florence ("Boyd's-Florence"), is a New Jersey corporation with principal place of business in Florence, New Jersey. Boyd's-Florence's address is: 306 Broad Street, Florence, New Jersey 08518.

139. Plaintiff Boyd's Pharmacy of Bordentown, Inc., d/b/a Boyd's Pharmacy of Bordentown ("Boyd's-Bordentown") is a New Jersey corporation with principal place of business in Bordentown, New Jersey. Boyd's- Bordentown's address is: 118 Farnsworth Avenue, Bordentown, New Jersey 08505.

140. Plaintiff Boyd's Pharmacy of Mansfield, Inc., d/b/a Boyd's Pharmacy of Mansfield ("Boyd's-Mansfield"), is a New Jersey corporation with principal place of business in Columbus, New Jersey. Boyd's-Mansfield address is: 23202 Columbus Road, Ste. E, Columbus, New Jersey 08022.

141. Plaintiff Boyd's Pharmacy of Medford, Inc., d/b/a Boyd's Pharmacy of Medford ("Boyd's-Medford"), is a New Jersey corporation with principal place of business in Medford, New Jersey. Boyd's-Medford's address is: 7-101 Wilkins Station Road, Medford, New Jersey 08055.

142. Plaintiff Boyd's Pharmacy of Pemberton, Inc., d/b/a Boyd's Pharmacy of Pemberton ("Boyd's-Pemberton"), is a New Jersey corporation with principal place of business in Pemberton, New Jersey. Boyd's-Pemberton's address is: 17 Fort Dix Road, Pemberton, New

Jersey 08068.

143. Plaintiff Community Drug, Inc., d/b/a Community Drug (“Community”), is a Wyoming corporation with principal place of business in Torrington, Wyoming. Community’s address is: 900 W. Valley Road, Torrington, Wyoming 82240.

144. Plaintiff Cabel L Jones, III d/b/a Crescent Center Drugs (“Crescent Center”), is a Tennessee pharmacy with principal place of business in Morristown, Tennessee. Crescent Center’s address is: 228 N. Fairmont Avenue, Morristown, Tennessee 37814.

145. Plaintiff Meg’s Pharmacy, Inc., d/b/a Crivitz Pharmacy (“Crivitz”), is a Wisconsin corporation with principal place of business in Crivitz, Wisconsin. Crivitz’s address is: 710 Main Avenue PO Box 488, Crivitz, Wisconsin 54114.

146. Plaintiff Damiano Pharmacy (S-Corp), d/b/a Damiano Pharmacy (“Damiano”), is a New Jersey corporation with principal place of business in Clifton, New Jersey. Damiano’s address is: 270 Parker Avenue, Clifton, New Jersey 07011.

147. Plaintiff Davis Cut Rate Drugs, Inc., d/b/a Davis Cut Rate Drugs (“Davis Cut”), is a Michigan corporation with principal place of business in Detroit, Michigan. Davis Cut’s address is: 14039 W. McNichols Road, Detroit, Michigan 48235.

148. Plaintiff Bobo Drugs, Inc., d/b/a Davis Islands Pharmacy (“Davis Islands”), is a Florida corporation with principal place of business in Tampa, Florida. Davis Islands’ address is: 232 E. Davis Blvd., Tampa, Florida 33606.

149. Plaintiff Dr. Ike, Inc. (S-Corp), d/b/a Dr. Ike’s Pharmacy (“Dr. Ike’s”), is a California corporation with principal place of business in Studio City, California. Dr. Ike’s address is: 11736 Ventura Blvd., Studio City, California 91604.

150. Plaintiff Pharmakon, LLC, d/b/a Duval Pharmacy (“Duval”), is a Florida limited

liability company with principal place of business in Jacksonville, Florida. The LLC's members are all citizens of Florida. Duval's address is: 2386 Dunn Avenue, Jacksonville, Florida 32218.

151. Plaintiff Colosseum, Inc., d/b/a ER Drugs ("ER Drugs"), is a Michigan corporation with principal place of business in Taylor, Michigan. ER Drugs' address is: 27260 Eureka Road, Taylor, Michigan 48180.

152. Plaintiff Esterbrook Pharmacy, LLC, d/b/a Esterbrook Pharmacy ("Esterbrook"), is a Pennsylvania limited liability company with principal place of business in West Reading, Pennsylvania. The LLC's members are all citizens of Pennsylvania. Esterbrook's address is: 301 South 7th Avenue Ste. 145, West Reading, Pennsylvania 19611.

153. Plaintiff NRX Rx, Inc., d/b/a Food Town Pharmacy ("Food Town"), is a Michigan corporation with principal place of business in Monroe, Michigan. Food Town's address is: 211 N. Telegraph, Monroe, Michigan 48162.

154. Plaintiff Funk Pharmacy, Inc., d/b/a Funk Pharmacy ("Funk"), is a Kansas corporation with principal place of business in Lawrence, Kansas. Funk's address is: 5111 Eagle Ridge Ct., Lawrence, Kansas 66047.

155. Plaintiff Gateway Pharmacy of Phoenixville, Inc., d/b/a Gateway Pharmacy of Phoenixville ("Gateway"), is a Pennsylvania corporation with principal place of business in Phoenixville, Pennsylvania. Gateway's address is: 165 Nutt Road, Phoenixville, Pennsylvania 19460.

156. Plaintiff Harbor Drug, Inc., d/b/a Harbor Drug ("Harbor"), is a Michigan corporation with principal place of business in Harbor Beach, Michigan. Harbor's address is: 114 S. Heron Avenue, Harbor Beach, Michigan 48441.

157. Plaintiff SRF, Inc., d/b/a Hawthorne Park Pharmacy ("Hawthorne"), is an

Oregon corporation with principal place of business in Jacksonville, Oregon. Hawthorne's address is: PO Box 494, Jacksonville, Oregon 97530.

158. Plaintiff Pelella Apothecary, Inc., d/b/a Hazard's Pharmacy ("Hazard's"), is a New York corporation with principal place of business in Cornwall, New York. Hazard's address is: 290 Main Street, Cornwall, New York 12518.

159. Plaintiff Healthy Way Pharmacy, Inc., d/b/a Healthy Way Pharmacy ("Healthy Way"), is a Kentucky corporation with principal place of business in Sandy Hook, Kentucky. Healthy Way's address is: Rt. 7 Main Street PO Box 492, Sandy Hook, Kentucky 41171.

160. Plaintiff JBD, Inc., d/b/a Healthy Way Pharmacy Cedar Knoll ("Healthy Way Cedar Knoll"), is a Kentucky corporation with principal place of business in Ashland, Kentucky. Healthy Way Cedar Knoll's address is: 1410 Eagle Drive, Ashland, Kentucky 41102.

161. Plaintiff Henrietta Pharmacy d/b/a Henrietta Pharmacy ("Henrietta"), is a Texas pharmacy with principal place of business in Henrietta, Texas. Henrietta's address is: 124 North Bridge, Henrietta, Texas 76365.

162. Plaintiff Hollywood Discount Pharmacy, Inc., d/b/a Hollywood Discount Pharmacy ("Hollywood Discount"), is a Florida corporation with principal place of business in Hollywood, Florida. Hollywood Discount's address is: 1150 N. 35<sup>th</sup> Avenue, Hollywood, Florida 33021.

163. Plaintiff America's #1 Health Store, d/b/a Hometown Rx ("Hometown Rx"), is a Kentucky pharmacy with principal place of business in Madisonville, Kentucky. Hometown Rx's address is: 728 S. Main, Madisonville, Kentucky 42431.

164. Plaintiff Illini Clinic Pharmacy, Inc., d/b/a Illini Clinic Pharmacy ("Illini

Clinic”), is an Illinois corporation with principal place of business in Siluis, Illinois. Illini Clinic’s address is: 855 Illini Drive St. 200, Siluis, Illinois 61282.

165. Plaintiff Medisave, Inc., d/b/a King’s Pharmacy & Compounding Lab (“King’s”), is a North Carolina corporation with principal place of business in Wilmington, North Carolina. King’s address is: 2231 South College Road, Wilmington, North Carolina 28403.

166. Plaintiff Lonoke Health and Wellness d/b/a Lyons Drug Store (“Lyons”), is an Arkansas pharmacy with principal place of business in Lonoke, Arkansas. Lyons’ address is: 115 West Front PO Box 680, Lonoke, Arkansas 72081.

167. Plaintiff Maland, Inc., d/b/a Mandell’s Clinical Pharmacy (“Mandell’s”), is a New Jersey corporation with principal place of business in Somerset, New Jersey. Mandell’s address is: 7 Cedar Gove Lane Ste. 20, Somerset, New Jersey 08873.

168. Plaintiff Mace Pharmacy, Inc., d/b/a Maple Valley Pharmacy (“Maple Valley”), is a Michigan corporation with principal place of business in Nashville, Michigan. Maple Valley’s address is: 219 N. Main Street PO Box 930, Nashville, Michigan 49073.

169. Plaintiff Brown & Gobin, Inc., d/b/a Mauch Chunk Pharmacy (“Mauch Chunk”), is a Pennsylvania corporation with principal place of business in Jim Thorpe, Pennsylvania. Mauch Chunk’s address is: 1204 North Street, Jim Thorpe, Pennsylvania 18229.

170. Plaintiff Syl-Max Pharmcare, Inc., d/b/a Max-Well Pharmacy Services (“Max-Well”), is a Pennsylvania corporation with principal place of business in Southampton, Pennsylvania. Max-Well’s address is: PO Box 323, Southampton, Pennsylvania 18966.

171. Plaintiff Mendham Apothecary, Inc., d/b/a Mendham Apothecary (“Mendham”), is a New Jersey corporation with principal place of business in Mendham, New Jersey.

Mendham's address is: 88 E. Main Street, Mendham, New Jersey 07945.

172. Plaintiff Mt. Carmel Medical, d/b/a Mt. Carmel Medical ("Mt. Carmel"), is a Maryland pharmacy with principal place of business in Hereford, Maryland. Mt. Carmel's address is: 111 Mt. Carmel Road PO Box 553, Hereford, Maryland 21111.

173. Plaintiff Newhard Pharmacy, Inc., d/b/a Newhard Pharmacy ("Newhard"), is a Pennsylvania corporation with principal place of business in Northampton, Pennsylvania. Newhard's address is: 1001 Main Street, Northampton, Pennsylvania 18067.

174. Plaintiff Professional Pharmacy Services II, Inc., d/b/a Northeast Pharmacy ("Northeast"), is a Michigan corporation with principal place of business in Clinton Twp., Michigan. Northeast's address is: 43900 Garfield Suite 102, Clinton Twp., Michigan 48038.

175. Plaintiff Lamar & Seymour, LLC, d/b/a Orange Pharmacy ("Orange"), is a Virginia limited liability company with principal place of business in Orange, Virginia. The LLC's members are all citizens of Virginia. Orange's address is: 130 West Main Street, Orange, Virginia 22960.

176. Plaintiff People's Drug Store, d/b/a People's Drug Store ("People's"), is a Wisconsin corporation with principal place of business in Superior, Wisconsin. People's address is: 1124 Belknap Street, Superior, Wisconsin 54880.

177. Plaintiff Pharmacy Care, Inc., d/b/a Pharmacy Care ("Pharmacy Care"), is a Michigan corporation with principal place of business in Middleville, Michigan. Pharmacy Care's address is: 4652 N. M-37 Highway, Middleville, Michigan 49333.

178. Plaintiff Pharmahealth Hawthorn, Inc., d/b/a Pharmahealth Hawthorn, Inc. ("Pharmahealth"), is a Massachusetts corporation with principal place of business in Dartmouth, Massachusetts. Pharmahealth's address is: 535 Faunce Corner Road, Dartmouth,

Massachusetts 02747.

179. Plaintiff Phillips Drugs, Inc., d/b/a Phillips Pharmacy (“Phillips”), is a Georgia corporation with principal place of business in Vidalia, Georgia. Phillips’ address is: 306 W. First Street, Vidalia, Georgia 30474.

180. Plaintiff Poinciana Pharmacy, LLC, d/b/a Poinciana Pharmacy (“Poinciana”), is a Louisiana limited liability company with principal place of business in Mamou, Louisiana. The LLC’s members are all citizens of Louisiana. Poinciana’s address is: 1508 Cajun Drive Ste. A, Mamou, Louisiana 70554.

181. Plaintiff Potterville Pharmacy, Inc., d/b/a Potterville Pharmacy (“Potterville”), is a Michigan corporation with principal place of business in Potterville, Michigan. Potterville’s address is: 121 Lansing Road, Potterville, Michigan 48876.

182. Plaintiff 6925 Rx, d/b/a Public Drug of Darby (“Public Drug”), is a Pennsylvania pharmacy with principal place of business in Havertown, Pennsylvania. Public Drug’s address is: 116 Milard Lane, Havertown, Pennsylvania 19083.

183. Plaintiff Quik-Stop Pharmacy of Barley Stn, Inc., d/b/a Quik-Stop Pharmacy (“Quik-Stop”), is a Pennsylvania corporation with principal place of business in Thorndale, Pennsylvania. Quik-Stop’s address is: 3506 E Lincoln Highway, Thorndale, Pennsylvania 19372.

184. Plaintiff Paul Reed Enterprises, Inc. (S-Corp.), d/b/a Reed Family Pharmacy (“Reed”), is an Oklahoma corporation with principal place of business in Ardmore, Oklahoma. Reed’s address is: 814 W. Broadway, Ardmore, Oklahoma 73401.

185. Plaintiff Riccio Family Pharmacy, Inc., d/b/a Riccio Family Pharmacy (“Riccio”), is a Pennsylvania corporation with principal place of business in Bensalem,



Pennsylvania. Riccio's address is: 2217 Bristol Pike Ste. 2, Bensalem, Pennsylvania 19020.

186. Plaintiff Rings Drugs, Ltd., d/b/a Rings Pharmacy ("Rings"), is an Ohio limited corporation with principal place of business in Montpelier, Ohio. Rings' address is: 221 W. Main Street, Montpelier, Ohio 43543.

187. Plaintiff Dao Pharmacy, Inc., d/b/a Rios Pharmacy ("Rios"), is a Pennsylvania corporation with principal place of business in Morton, Pennsylvania. Rios' address is: 35 South Morton Avenue, Morton, Pennsylvania 19070.

188. Plaintiff Rockwood Pharmacy, d/b/a Rockwood Pharmacy ("Rockwood"), is a Michigan pharmacy with principal place of business in Rockwood, Michigan. Rockwood's address is: 32825 Fort Road, Rockwood, Michigan 48173.

189. Plaintiff MMRX Healthsolutions, Inc., d/b/a Rx Discount Pharmacy ("Rx Discount"), is a Florida corporation with principal place of business in Dade City, Florida. Rx Discount's address is: 12620 U.S. Highway 301, Dade City, Florida 33525.

190. Plaintiff Rx Express d/b/a Rx Express Pharmacy of Navarre ("Rx Express-Navarre"), is a Florida pharmacy with principal place of business in Navarre, Florida. Rx Express-Navarre's address is: 8986 Ortega Park Drive PO Box 6244, Navarre, Florida 32566.

191. Plaintiff S&S Corporation d/b/a Rx Express Pharmacy of Pascagoula ("Rx Express-Pascagoula"), is a Mississippi corporation with principal place of business in Pascagoula, Mississippi. Rx Express-Pascagoula's address is: 2952 Market Street, Pascagoula, Mississippi 39567.

192. Plaintiff Schaeper Pharmacy, Inc., d/b/a Schaeper Pharmacy ("Schaeper"), is an Ohio corporation with principal place of business in Cincinnati, Ohio. Schaeper's address is: 4187 Hamilton Avenue, Cincinnati, Ohio 45223.

193. Plaintiff Seaway Pharmacy, PC., d/b/a Seaway Pharmacy (“Seaway”), is a Michigan corporation with principal place of business in Taylor, Michigan. Seaway’s address is: 8750 Telegraph, Taylor, Michigan 48180.

194. Plaintiff Sherman’s Apothecary Pharmacy, Inc., d/b/a Sherman’s Apothecary Pharmacy (“Sherman”), is a California corporation with principal place of business in Salinas, California. Sherman’s address is: 1212 S. Main Street, Salinas, California 93901.

195. Plaintiff Smith’s Pharmacy II, Inc., d/b/a Smith’s Pharmacy II (“Smith’s II”), is a Pennsylvania corporation with principal place of business in Philadelphia, Pennsylvania. Smith’s II’s address is: 841 E. Hunting Park Avenue, Philadelphia, Pennsylvania 19124.

196. Plaintiff Smith’s Pharmacy III, Inc., d/b/a Smith’s Pharmacy III (“Smith’s III”), is a Pennsylvania corporation with principal place of business in Philadelphia, Pennsylvania. Smith’s III’s address is: 133 W. Hunting Park Avenue, Philadelphia, Pennsylvania 19140.

197. Plaintiff Southern Discount Drugs of Charleston, Inc., d/b/a Southern Discount Drugs of Charleston (“Southern Discount”), is a Mississippi corporation with principal place of business in Charleston, Mississippi. Southern Discount’s address is: 109 West Walnut Street, Charleston, Mississippi 38921.

198. Plaintiff Medicine Shoppe, LTD., d/b/a Stephens Pharmacy (“Stephens”), is a Pennsylvania limited corporation with principal place of business in Honesdale, Pennsylvania. Stephens’ address is: 1101 Main Street, Honesdale, Pennsylvania 18431.

199. Plaintiff Revrac Industries, Inc., d/b/a Stony Point Pharmacy (“Stony Point”), is a New York corporation with principal place of business in Stony Point, New York. Stony Point’s address is: 69 So. Liberty Drive, Stony Point, New York 10980.

200. Plaintiff Richard L Berry Pharmacy, Inc., d/b/a The Medicine Shoppe #1086

(“Medicine Shoppe #1086”), is an Ohio corporation with a place of business in Austintown, Ohio. Medicine Shoppe #1086’s address is: 4433 Mahoning Avenue, Austintown, Ohio 44515.

201. Plaintiff Richard L Berry Pharmacy, Inc., d/b/a The Medicine Shoppe #1759 (“Medicine Shoppe #1759”), is an Ohio corporation with a place of business in Boordmon, Ohio. Medicine Shoppe #1759’s address is: 6900 Market Street, Boordmon, Ohio 44512.

202. Plaintiff Wilson Drug, Inc., d/b/a Tillamook Pharmacy (“Tillamook”), is an Oregon corporation with principal place of business in Tillamook, Oregon. Tillamook’s address is: 915 Main, Tillamook, Oregon 97141.

203. Plaintiff Fleming Pharmacist Group, Inc., d/b/a Total Care Pharmacy #1 (“Total Care #1”), is a Kentucky corporation with a place of business in Flemingsburg, Kentucky. Total Care #1’s address is: 209 S. Main Cross Street, Flemingsburg, Kentucky 41041.

204. Plaintiff Fleming Pharmacist Group, Inc., d/b/a Total Care Pharmacy #2 (“Total Care #2”), is a Kentucky corporation with a place of business in Flemingsburg, Kentucky. Total Care #2’s address is: 18 Clark Street, Flemingsburg, Kentucky 41041.

205. Plaintiff Grant Pharmacist Group, Inc., d/b/a Total Care Pharmacy #3 (“Total Care #3”), is a Kentucky corporation with a place of business in Dry Ridge, Kentucky. Total Care #3’s address is: 40 Broadway, Dry Ridge, Kentucky 41035.

206. Plaintiff Grant Pharmacist Group, Inc., d/b/a Total Care Pharmacy #4 (“Total Care #4”), is a Kentucky corporation with a place of business in Crittenden, Kentucky. Total Care #4’s address is: 700 Violet Road, Crittenden, Kentucky 41035.

207. Plaintiff Pendleton Pharmacist Group, Inc., d/b/a Total Care Pharmacy #5 (“Total Care #5”), is a Kentucky corporation with principal place of business in Falmouth, Kentucky. Total Care #5’s address is: 1100 West Shelby Street, Falmouth, Kentucky 41040.

208. Plaintiff Rowan Pharmacist Group, Inc., d/b/a Total Care Pharmacy #6 (“Total Care #6”), is a Kentucky corporation with a place of business in Morehead, Kentucky. Total Care #6’s address is: 234 Medical Circle, Morehead, Kentucky 40351.

209. Plaintiff Rowan Pharmacist Group, Inc., d/b/a Total Care Pharmacy #7 (“Total Care #7”), is a Kentucky corporation with a place of business in Morehead, Kentucky. Total Care #7’s address is: 206 W. Main Street, Morehead, Kentucky 40351.

210. Plaintiff Allentown Village Pharmacy, Inc., d/b/a Village Pharmacy (“Village Pharmacy”), is a New Jersey corporation with principal place of business in Allentown, New Jersey. Village Pharmacy’s address is: 1280 Yardville-Allentown Road, Allentown, New Jersey 08501.

211. Plaintiff Visels Drug Store, Inc., d/b/a Visels Pharmacy (“Visels”), is a Connecticut corporation with principal place of business in New Haven, Connecticut. Visel’s address is: 714 Dixwell Avenue, New Haven, Connecticut 06511.

212. Plaintiff JGBLA, Inc., d/b/a West Hempstead Pharmacy (“West Hempstead”), is a New York corporation with principal place of business in West Hempstead, New York. West Hempstead address is: 490 Hempstead Avenue, West Hempstead, New York 11552.

213. Plaintiff Barda, Inc., d/b/a Westbrook Park Pharmacy (“Westbrook”), is a Pennsylvania corporation with principal place of business in Clifton Heights, Pennsylvania. Westbrook’s address is: 244 W. Baltimore Ave, Clifton Heights, Pennsylvania 19108.

214. Plaintiff RJ Professionals, Inc., d/b/a Young’s Pharmacy (“Young’s”), is a Pennsylvania corporation with principal place of business in Bethlehem, Pennsylvania. Young’s address is: 3708 Freemansburg Avenue, Bethlehem, Pennsylvania 18020.

215. Plaintiff Rudi Pharmacy, Inc., d/b/a Philadelphian Pharmacy (“Philadelphian”),

is a Pennsylvania corporation with a principal place of business in Philadelphia, Pennsylvania. Philadelphian's address is: 2401 Pennsylvania Ave Ste. 1D7, Philadelphia, Pennsylvania 19130.

216. Plaintiff Walker Drug Company, Inc., d/b/a Walker Drug ("Walker Drug"), is a Utah corporation with a principal place of business in Moab, Utah. Walker Drug's address is: 290 South Main Street, Moab, Utah 84532.

217. Plaintiff Harris Pharmacy, Inc., d/b/a Harris Pharmacy ("Harris"), is a Pennsylvania corporation with a place of business in Doylestown, Pennsylvania. Harris' address is: 511 East Street, Doylestown, Pennsylvania 18901.

218. Plaintiff Neff Drugs 5, LLC, d/b/a 18th Street Apothecary ("18th Street"), is a Pennsylvania limited liability company with principal place of business in Philadelphia, Pennsylvania. The LLC's members are all citizens of Pennsylvania. 18th Street's address is: 113 South 18th Street, Philadelphia, Pennsylvania 19103.

219. Plaintiff 1934 Delmar Pharmacy, Inc., d/b/a 1934 Delmar Pharmacy, Inc. ("1934 Delmar"), is a Pennsylvania corporation with a place of business in Folcroft, Pennsylvania. 1934 Delmar's address is: 1934 Delmar Drive, Folcroft, Pennsylvania 19032.

220. Plaintiff A & F Pharmacy, LLC, d/b/a A & F Pharmacy ("A & F"), is a Pennsylvania limited liability company with principal place of business in Philadelphia, Pennsylvania. The LLC's members are all citizens of Pennsylvania. A & F's address is: 3200 Frankford Avenue, Philadelphia, Pennsylvania 19134.

221. Plaintiff Tandons Advanced Pharmacy, d/b/a Advanced Health Pharmacy ("Advanced Health"), is a Michigan pharmacy with principal place of business in Portage, Michigan. Advanced Health's address is: 7916 Oakland Drive, Portage, Michigan 49024.

222. Plaintiff McNeill Family Pharmacy, Inc., d/b/a Aston Pharmacy Home Health Center (“Aston Pharmacy”), is a Pennsylvania corporation with principal place of business in Aston, Pennsylvania. Aston Pharmacy’s address is: 10 Scheivert Avenue, Aston, Pennsylvania 19014.

223. Plaintiff Neff Merion Enterprises, Inc., d/b/a Babis Pharmacy (“Babis”), is a Pennsylvania corporation with principal place of business in Merion, Pennsylvania. Babis’ address is: 338 Montgomery Avenue, Merion, Pennsylvania 19066.

224. Plaintiff Neff Drugs, Inc., d/b/a Baederwood Pharmacy (“Baederwood”), is a Pennsylvania corporation with principal place of business in Jenkintown, Pennsylvania. Baederwood’s address is: 1585 The Fairway, Jenkintown, Pennsylvania 19046.

225. Plaintiff Caribbean Pharmacy, Inc., d/b/a Caribbean Pharmacy (“Caribbean”), is a Pennsylvania corporation with principal place of business in Philadelphia, Pennsylvania. Caribbean’s address is: 3825 N. 5th Street, Philadelphia, Pennsylvania 19140.

226. Plaintiff Castor Pharmacy & Surgical Supplies, LLC, d/b/a Castor Pharmacy (“Castor”), is a Pennsylvania limited liability company with principal place of business in Philadelphia, Pennsylvania. The LLC’s members are all citizens of Pennsylvania. Castor’s address is: 6449 Castor Avenue, Philadelphia, Pennsylvania 19149.

227. Plaintiff Central City Family Pharmacy, Inc., d/b/a Center Point Family Pharmacy (“Center Point”), is an Iowa corporation with principal place of business in Center Point, Iowa. Center Point’s address is: 900 Bank Court, Center Point, Iowa 52213.

228. Plaintiff Circle Pharmacy, LLC, d/b/a Circle Pharmacy (“Circle”), is a Pennsylvania limited liability company with principal place of business in Philadelphia, Pennsylvania. The LLC’s members are all citizens of Pennsylvania. Circle’s address is: 2853

Holme Avenue, Philadelphia, Pennsylvania 19152.

229. Plaintiff Condo, Inc., d/b/a Condo Pharmacy (“Condo”), is a New York corporation with principal place of business in Plattsburgh, New York. Condo’s address is: 28 Montcalm Avenue, Plattsburgh, New York 12901.

230. Plaintiff Cook’s Pharmacy of Kingston, Inc., d/b/a Cook’s Pharmacy of Kingston (“Cook’s Pharmacy-Kingston”), is a Pennsylvania corporation with principal place of business in Kingston, Pennsylvania. Cook’s Pharmacy-Kingston’s address is: 777 Wyoming Ave, Kingston, Pennsylvania 18704.

231. Plaintiff Crestwood Pharmacy, LLC, d/b/a Crestwood Pharmacy (“Crestwood”), is a Pennsylvania limited liability company with principal place of business in Mountain Top, Pennsylvania. The LLC’s members are all citizens of Pennsylvania. Crestwood’s address is: 10 S. Mountain Blvd, Mountain Top, Pennsylvania 18707. 377.

232. Plaintiff Dakes Drug Store, Inc., d/b/a Dakes Drug Store (“Dakes Drug”), is a Philadelphia corporation with principal place of business in Merion, Pennsylvania. Dakes Drug’s address is: 201 City Avenue, Merion, Pennsylvania 19066.

233. Plaintiff Doc’s Drugs, LTD., d/b/a Doc’s Drugs Beecher (“Doc’s-Beecher”), is an Illinois corporation with a location of business in Beecher, Illinois. Doc’s-Beecher’s address is: 1277 Dixie Highway, Beecher, Illinois 60401.

234. Plaintiff Doc’s Drugs, LTD., d/b/a Doc’s Drugs Braidwood (“Doc’s-Braidwood”), is an Illinois corporation with a location of business in Braidwood, Illinois. Doc’s Braidwood’s address is: 230 Comet Drive, Braidwood, Illinois 60408.

235. Plaintiff Doc’s Drugs, LTD., d/b/a Doc’s Drugs Coal City (“Doc’s-Coal City”), is an Illinois corporation with a location of business in Coal City, Illinois. Doc’s-Coal City’s

address is: 245 S. Broadway, Coal City, Illinois 60416.

236. Plaintiff Doc's Drugs, LTD., d/b/a Doc's Drugs Dwight ("Doc's-Dwight"), is an Illinois corporation with a location of business in Dwight, Illinois. Doc's-Dwight's address is: 106 Watters Street, Dwight, Illinois 60420.

237. Plaintiff Doc's Drugs, LTD., d/b/a Doc's Drugs El Paso ("Doc's-El Paso"), is an Illinois corporation with a location of business in El Paso, Illinois. Doc's- El Paso's address is: 137 Front Street, El Paso, Illinois 61738.

238. Plaintiff Doc's Drugs, LTD., d/b/a Doc's Drugs Fairbury ("Doc's-Fairbury"), is an Illinois corporation with a location of business in Fairbury, Illinois. Doc's-Fairbury address is: 902 E. Oak, Fairbury, Illinois 61739.

239. Plaintiff Doc's Drugs, LTD., d/b/a Doc's Drugs Gilman ("Doc's-Gilman"), is an Illinois corporation with a location of business in Gilman, Illinois. Doc's-Gilman's address is: 720 S. Crescent, Gilman, Illinois 60938.

240. Plaintiff Doc's Drugs, LTD., d/b/a Doc's Drugs Henry ("Doc's-Henry"), is an Illinois corporation with a location of business in Henry, Illinois. Doc's-Henry's address is: 308 University Avenue, Henry, Illinois 61537.

241. Plaintiff Doc's Drugs, LTD., d/b/a Doc's Drugs Herscher ("Doc's-Herscher"), is an Illinois corporation with a location of business in Herscher, Illinois. Doc's-Herscher's address is: 279 W. Rt. 115, Herscher, Illinois 60941.

242. Plaintiff Doc's Drugs, LTD., d/b/a Doc's Drugs Manhattan ("Doc's-Manhattan"), is an Illinois corporation with a location of business in Manhattan, Illinois. Doc's- Manhattan's address is: 540 W. North Street Ste. 211, Manhattan, Illinois 60442.

243. Plaintiff Doc's Drugs, LTD., d/b/a Doc's Drugs Manteno ("Doc's-Manteno"), is



an Illinois corporation with a location of business in Manteno, Illinois. Doc's-Manteno's address is: 47 S. Locust, Manteno, Illinois 60950.

244. Plaintiff Doc's Drugs, LTD., d/b/a Doc's Drugs Momence ("Doc's-Momence"), is an Illinois corporation with a location of business in Momence, Illinois. Doc's-Momence's address is: 2764 N Rte., 1-17, Momence, Illinois 60954.

245. Plaintiff Doc's Drugs, LTD., d/b/a Doc's Drugs Monee ("Doc's-Monee"), is an Illinois corporation with a location of business in Monee, Illinois. Doc's-Monee's address is: 25624 Governors Highway, Monee, Illinois 60449.

246. Plaintiff Doc's Drugs, LTD., d/b/a Doc's Drugs Peotone ("Doc's-Peotone"), is an Illinois corporation with a location of business in Peotone, Illinois. Doc's-Peotone's address is: 222 Harlem Avenue US Rt. 50, Peotone, Illinois 60468.

247. Plaintiff Doc's Drugs, LTD., d/b/a Doc's Drugs Pontiac ("Doc's-Pontiac"), is an Illinois corporation with a location of business in Pontiac, Illinois. Doc's-Pontiac's address is: 1034 W. Reynolds, Pontiac, Illinois 61764.

248. Plaintiff Doc's Drugs, LTD., d/b/a Doc's Drugs Wilmington ("Doc's-Wilmington"), is an Illinois corporation with a location of business in Wilmington, Illinois. Doc's-Wilmington's address is: 1101 S. Water, Wilmington, Illinois 60481.

249. Plaintiff Pharmacy Shop, Inc., d/b/a Ed Snell's Pharmacy Shop ("Ed Snell's"), is an Idaho corporation with a principal place of business in Pocatello, Idaho. Ed Snell's address is: 1015 E. Young Street, Pocatello, Idaho 83201.

250. Plaintiff Esco Drug Company, Inc., d/b/a Esco Drug ("Esco"), is a New York corporation with a location of business in New York, New York. Esco's address is: 687 9<sup>th</sup> Avenue, New York, New York 10036.

251. Plaintiff Neff Drugs 20, LLC., d/b/a Farmacia Rayo De Sol (“Farmacia Rayo”), is a Pennsylvania limited liability company with principal place of business in Philadelphia, Pennsylvania. The LLC’s members are all citizens of Pennsylvania. Farmacia Rayo’s address is: 424 E. Allegheny Ave, Philadelphia, Pennsylvania 19134.

252. Plaintiff Neff Drugs 21, LLC., d/b/a Farmacia Sunray (“Farmacia Sunray”), is a New Jersey limited liability company with principal place of business in Camden, New Jersey. The LLC’s members are all citizens of New Jersey. Farmacia Sunray’s address is: 2500 Federal Street, Camden, New Jersey 08105.

253. Plaintiff Forest Hills Pharmacy, Inc., d/b/a Forest Hills Pharmacy (“Forest Hills”) is a Pennsylvania corporation with principal place of business in St. Michael, Pennsylvania. Forest Hills’ address is: 552 Locust Street, St. Michael, Pennsylvania 15951.

254. Plaintiff Riaz U Rahman d/b/a Getwell Pharmacy (“Getwell”) is a Pennsylvania pharmacy with principal place of business in Philadelphia, Pennsylvania. Getwell’s address is: 4511 N. 5th Street, Philadelphia, Pennsylvania 19140.

255. Plaintiff Getwell Pharmacy Corp., d/b/a Getwell Pharmacy Corp (“Getwell Pharmacy”) is a Pennsylvania corporation with principal place of business in Philadelphia, Pennsylvania. Getwell Pharmacy’s address is: 708 W. Girard Ave, Philadelphia, Pennsylvania 19123.

256. Plaintiff Christofano Associates, LLC., d/b/a Hayden’s Pharmacy 1 (“Hayden’s 1”), is a Pennsylvania limited liability company with a place of business in Mount Pleasant, Pennsylvania. The LLC’s members are all citizens of Pennsylvania. Hayden’s 1 address is: 2792 State Route 932, Mount Pleasant, Pennsylvania 15666.

257. Plaintiff Christofano Associates, LLC., d/b/a Hayden’s Pharmacy 2 (“Hayden’s

2”), is a Pennsylvania limited liability company with a place of business in Greensburg, Pennsylvania. The LLC’s members are all citizens of Pennsylvania. Hayden’s address is: 500 Pellis Road, Greensburg, Pennsylvania 15601.

258. Plaintiff Hometown Village Pharmacy, LLC, d/b/a Hometown Village Pharmacy (“Hometown Village”), is a Pennsylvania limited liability company with principal place of business in Tamaqua, Pennsylvania. The LLC’s members are all citizens of Pennsylvania. Hometown Village’s address is: 220 Claremont Avenue Ste. 2, Tamaqua, Pennsylvania 18252.

259. Plaintiff Johnson’s Pharmacy, d/b/a Johnson’s Pharmacy of Hazelton (“Johnson’s Hazelton”), is a Pennsylvania pharmacy with principal place of business in Hazelton, Pennsylvania. Johnson’s Hazelton’s address is: 901 W. Fifteenth Street, Hazleton, Pennsylvania 18201.

260. Plaintiff RJ Jomici, Inc., d/b/a Jomici Apothecary (“Jomici”), is a Pennsylvania corporation with principal place of business in Philadelphia, Pennsylvania. Jomici’s address is: Philadelphia, Pennsylvania 19102.

261. Plaintiff Keystone Pharmacy (S-Corp.) d/b/a Keystone Pharmacy (“Keystone Pharmacy”), is a Michigan corporation with principal place of business in Grand Rapids, Michigan. Keystone Pharmacy’s address is: 4021 Cascade Road SE Ste. 50, Grand Rapids, Michigan 49546. 415.

262. Plaintiff Kim Do, Inc., d/b/a M.R. Pharmacy (“M.R. Pharmacy”), is a Pennsylvania corporation with principal place of business in Philadelphia, Pennsylvania. M.R. Pharmacy’s address is: 2510 N. Front Street, Philadelphia, Pennsylvania 19133.

263. Plaintiff McKean Street Pharmacy, Inc., d/b/a McKean Street Pharmacy (“McKean”), is a Pennsylvania corporation with principal place of business in Philadelphia,

Pennsylvania. McKean's address is: 2745 McKean Street, Philadelphia, Pennsylvania 19145.

264. Plaintiff AJC Enterprises, Inc., d/b/a Medicap #182 ("Medicap #182"), is a Michigan corporation with principal place of business in Clinton Twp., Michigan. Medicap #182's address is: 23527 Deanhurst St., Clinton Twp., Michigan 48035.

265. Plaintiff Mills Family Pharmacy, LLC, d/b/a Mills Family Pharmacy ("Mills Family"), is a Tennessee limited liability company with principal place of business in Murfreesboro, Tennessee. The LLC's members are all citizens of Tennessee. Mills Family's address is: 2994 S. Church Street, Murfreesboro, Tennessee 37130.

266. Plaintiff V.V., Inc., d/b/a ND Pharmacy ("ND Pharmacy"), is a Pennsylvania corporation with principal place of business in Philadelphia, Pennsylvania. ND Pharmacy's address is: 5012 Old York Road, Philadelphia, Pennsylvania 19141.

267. Plaintiff Middletown Chemists, Inc., d/b/a NeighboRx Pharmacy ("NeighboRx"), is a New York corporation with principal place of business in Middletown, New York. NeighboRx's address is: 400 Route 211 E, Middletown, New York 10940.

268. Plaintiff Newpointe Pharmacy, LLC., d/b/a Newpointe Pharmacy ("Newpointe"), is a West Virginia limited liability company with principal place of business in Clarksburg, West Virginia. The LLC's members are all citizens of West Virginia. Newpointe's address is: 463 Emily Drive, Clarksburg, West Virginia 26301.

269. Plaintiff Nice Pharmacy, Inc., d/b/a Nice Pharmacy ("Nice Pharmacy"), is a Pennsylvania corporation with principal place of business in Philadelphia, Pennsylvania. Nice Pharmacy's address is: 110 E. Allegheny Ave, Philadelphia, Pennsylvania 19134.

270. Plaintiff Independent Rx, Inc., d/b/a Olde Philly Pharmacy ("Olde Philly"), is a Pennsylvania corporation with principal place of business in Philadelphia, Pennsylvania. Olde

Philly's address is: 2923 East Thompson Street, Philadelphia, Pennsylvania 19134.

271. Plaintiff Packer Apothecary, Inc., d/b/a Packer Apothecary ("Packer Apothecary"), is a Pennsylvania corporation with principal place of business in Philadelphia, Pennsylvania. Packer Apothecary's address is: 1532 Packer Avenue, Philadelphia, Pennsylvania 19145.

272. Plaintiff Paw Paw Village Drug d/b/a Paw Paw Village Pharmacy ("Paw Paw"), is a Michigan pharmacy with principal place of business in Paw Paw, Michigan. Paw Paw's address is: 322 East Michigan Avenue, Paw Paw, Michigan 49079.

273. Plaintiff Eklund Drug, Inc., d/b/a Preston's Pharmacy ("Preston's"), is a Virginia corporation with principal place of business in Arlington, Virginia. Preston's address is: 5101 Lee Highway, Arlington, Virginia 22207.

274. Plaintiff Professional Pharmacy and Convalescent Products, LTD., d/b/a Professional Pharmacy ("Professional Pharmacy"), is a Pennsylvania corporation with principal place of business in Pottstown, Pennsylvania. Professional Pharmacy's address is: 920 N. Charlotte Street, Pottstown, Pennsylvania 19464.

275. Plaintiff Ramon Pharmacy, Inc., d/b/a Ramon Pharmacy ("Ramon Pharmacy"), is a Pennsylvania corporation with principal place of business in Philadelphia, Pennsylvania. Ramon Pharmacy's address is: 6218 Bustleton Avenue, Philadelphia, Pennsylvania 19149.

276. Plaintiff IGM, Inc., d/b/a Rapoport Pharmacy ("Rapoport"), is a Pennsylvania corporation with principal place of business in Philadelphia, Pennsylvania. Rapoport's address is: 6934 Bustleton Avenue, Philadelphia, Pennsylvania 19149.

277. Plaintiff Resolution Rx, Inc., d/b/a Resolution Rx ("Resolution Rx"), is a New York corporation with principal place of business in Pawling, New York. ResolutionRx's

address is: 158 Rt. 22, Pawling, New York 12564.

278. Plaintiff Rings Drug, LTD., d/b/a Rings Drug (“Rings Drug”), is a Pennsylvania corporation with principal place of business in Philadelphia, Pennsylvania. Rings Drug’s address is: 5814 Rising Sun Avenue, Philadelphia, Pennsylvania 19120.

279. Plaintiff Two Fishes, Inc., d/b/a Roger’s Family Pharmacy (“Roger’s”), is a South Dakota corporation with principal place of business in Yankton, South Dakota. Roger’s address is: 218 W. 4th Street, Yankton, South Dakota 57078.

280. Plaintiff OpieRx, Inc., d/b/a S & B Drugs (“S & B Drugs”), is a Louisiana corporation with principal place of business in Tallulah, Louisiana. S & B Drugs’ address is: 501 N. Chestnut Street, Tallulah, Louisiana 71282.

281. Plaintiff Sheeans Pharmacy, Inc., d/b/a Sheeans Pharmacy (“Sheeans”), is a Pennsylvania corporation with principal place of business in Plains, Pennsylvania. Sheeans’ address is: 79 E. Carey Street, Plains, Pennsylvania 18705. 444.

282. Plaintiff Samuel J Robinson Pharmacy, Inc., d/b/a SJ Robinson Pharmacy (“SJ Robinson”), is a Pennsylvania corporation with principal place of business in Philadelphia, Pennsylvania. SJ Robinson’s address is: 2848 W. Lehigh Avenue, Philadelphia, Pennsylvania 19132.

283. Plaintiff Sunray Drugs, LLC, d/b/a Sunray Drugs (“Sunray”), is a Pennsylvania limited liability company with principal place of business in Philadelphia, Pennsylvania. The LLC’s members are all citizens of Pennsylvania. Sunray’s address is: 142-144 S. 52nd Street, Philadelphia, Pennsylvania 19139.

284. Plaintiff Neff Drugs 12, LLC, d/b/a Sunray Drugs 56th & Market Street (“Sunray-56th”), is a Pennsylvania limited liability company with principal place of business in

Philadelphia, Pennsylvania. The LLC's members are all citizens of Pennsylvania. Sunray-56th's address is: 5537 Market Street, Philadelphia, Pennsylvania 19139.

285. Plaintiff Neff Drugs 11, LLC, d/b/a Sunray Drugs 60th Street ("Sunray-60th"), is a Pennsylvania limited liability company with principal place of business in Philadelphia, Pennsylvania. The LLC's members are all citizens of Pennsylvania. Sunray-60th's address is: 25 South 60th Street, Philadelphia, Pennsylvania 19139.

286. Plaintiff Neff Drugs 6, LLC, d/b/a Sunray Drugs Baltimore Avenue ("Sunray-Baltimore"), is a Pennsylvania limited liability company with principal place of business in Philadelphia, Pennsylvania. The LLC's members are all citizens of Pennsylvania. Sunray-Baltimore's address is: 5006 Baltimore Avenue, Philadelphia, Pennsylvania 19143.

287. Plaintiff Neff Drugs 13, LLC, d/b/a Sunray Drugs Chestnut Plaza ("Sunray-Chestnut"), is a Pennsylvania limited liability company with principal place of business in Philadelphia, Pennsylvania. The LLC's members are all citizens of Pennsylvania. Sunray-Chestnut's address is: 4323 Chestnut Street, Philadelphia, Pennsylvania 19104.

288. Plaintiff Karwaski Pharmacy, Inc., d/b/a The Medicine Shoppe-Dallas (#1251) ("Medicine Shoppe-Dallas"), is a Pennsylvania corporation with principal place of business in Dallas, Pennsylvania. Medicine Shoppe-Dallas' address is: 26 Dallas Shopping Center, Dallas, Pennsylvania 18612.

289. Plaintiff Alhout, Inc., d/b/a The Medicine Shoppe-Saddle Brook ("Medicine Shoppe-Saddle Brook"), is a New Jersey corporation with principal place of business in Saddle Brook, New Jersey. Medicine Shoppe-Saddle Brook's address is: 487 Market Street, Saddle Brook, New Jersey 07633.

290. Plaintiff Schropp Pharmacy, Inc., d/b/a The Medicine Shoppe #0146 ("Medicine

Shoppe #0146”), is a Pennsylvania corporation with principal place of business in Latrobe, Pennsylvania. Medicine Shoppe #0146’s address is: 709 Ligonier Street, Latrobe, Pennsylvania 15650.

291. Plaintiff Daniel Raif, Inc., d/b/a The Medicine Shoppe #0188 (“Medicine Shoppe #0188”), is a Kansas corporation with principal place of business in Kansas City, Kansas. Medicine Shoppe #0188’s address is: 6523 Parallel Pkwy, Kansas City, Kansas 66102.

292. Plaintiff PHC Pharmacies, Inc., d/b/a The Medicine Shoppe #1330 (“Medicine Shoppe #1330”), is an Arkansas corporation with a place of business in Hot Springs Village, Arkansas. Medicine Shoppe #1330’s address is: 4545 Hwy 7 N, Hot Springs Village, Arkansas 71910.459.

293. Plaintiff PHC Pharmacies, Inc., d/b/a The Medicine Shoppe #1397 (“Medicine Shoppe #1397”), is an Arkansas corporation with a place of business in Batesville, Arkansas. Medicine Shoppe #1397’s address is: 2080 Harrison Street Ste. A, Batesville, Arkansas 72501.

294. Plaintiff SSV Pharmacy, LLC, d/b/a The Medicine Shoppe #1404 (“Medicine Shoppe #1404”), is a Colorado limited liability company with principal place of business in Colorado Springs, Colorado. The LLC’s members are all citizens of Colorado. Medicine Shoppe #1404’s address is: 1625 Medical Center Pt. Ste. 140, Colorado Springs, Colorado 80907.

295. Plaintiff The Robbins Pharmacy (S-Corp), d/b/a The Robbins Pharmacy (“Robbins”), is a New Jersey corporation with principal place of business in Ewing, New Jersey. Robbins’ address is: 2108 Pennington Road, Ewing, New Jersey 08638.

296. Plaintiff Griffin Drugs, Inc., d/b/a Thrift Drugs (“Thrift Drugs”), is a Mississippi



corporation with principal place of business in McComb, Mississippi. Thrift Drugs' address is: 119 W. Presley Blvd. Ste. B, McComb, Mississippi 39648.

297. Upper Darby Family Pharmacy, LLC, d/b/a Upper Darby Family Pharmacy ("Upper Darby Family"), is a Pennsylvania corporation with principal place of business in Upper Darby, Pennsylvania. Upper Darby Family's address is: 6756 Market Street, Upper Darby, Pennsylvania 19082.

298. Plaintiff SLV Pharmacy, Inc., d/b/a Valley Pharmacy & Surgical Supplies ("Valley Pharmacy"), is a New Jersey corporation with principal place of business in Succasunna, New Jersey. Valley Pharmacy's address is: 107 Rt. 10E, Succasunna, New Jersey 07876.

299. Plaintiff Springfield Pharmacy, Inc., d/b/a Village Pharmacy (Queens Village), ("Village-Queens") is a New York corporation with principal place of business in Queens Village, New York. Village-Queens' address is: 90-37 Springfield Road, Queens Village, New York 11428.

300. Plaintiff J.B.M, Inc., d/b/a Village Pharmacy at Springhouse ("Village-Springhouse"), is a Pennsylvania corporation with principal place of business in Spring House, Pennsylvania. Village-Springhouse's address is: 1121 N. Bethlehem Pike Ste. 4D, Spring House, Pennsylvania 19477.

301. Plaintiff Neff Drugs 22, LLC, d/b/a Village Shires Pharmacy ("Village Shires"), is a Pennsylvania limited liability company with principal place of business in Holland, Pennsylvania. The LLC's members are all citizens of Pennsylvania. Village Shires' address is: 1464 Buck Road, Holland, Pennsylvania 18966.

302. Plaintiff West Village Pharmacy, Inc., d/b/a West Village Pharmacy ("West

Village”), is a Pennsylvania corporation with principal place of business in Philadelphia, Pennsylvania. West Village’s address is: 3901 Conshohocken Avenue, Philadelphia, Pennsylvania 19131.

303. Plaintiff Health Spectrum d/b/a Wonder Drug (“Wonder Drug”), is a Virginia pharmacy with principal place of business in Vinton, Virginia. Wonder Drug’s address is: 15818 Stewartsville Road, Vinton, Virginia 24179.

304. Plaintiff JJM Enterprises, Inc., d/b/a Gem Pharmacy (“Gem”), is a Colorado corporation with principal place of business in Littleton, Colorado. Gem’s address is: 191 E. Orchard Road Ste. 100, Littleton, Colorado 80121.

305. Plaintiff Granite State Pharmacy, LLC, d/b/a Granite State Pharmacy (“Granite State”), is a New Hampshire limited liability company with principal place of business in Concord, New Hampshire. The LLC’s members are all citizens of New Hampshire. Granite State’s address is: 5 Clinton Street, Concord, New Hampshire 03301.

306. Plaintiff Sugar River Pharmacy, LLC, d/b/a Sugar River Pharmacy (“Sugar River”), is a New Hampshire limited liability company with principal place of business in Newport, New Hampshire. The LLC’s members are all citizens of New Hampshire. Sugar River’s address is: 46 John Stark Highway, Newport, New Hampshire 03773.

307. Plaintiff Warner Pharmacy, Inc., d/b/a Warner Pharmacy (“Warner”), is a New Hampshire corporation with principal place of business in Warner, New Hampshire. Warner’s address is: 11 E. Main Street PO Box 714, Warner, New Hampshire 03278.

308. Plaintiff CLLAMP Co., Inc., d/b/a Medicap Pharmacy #8213 (“Medicap #8213”), is a Minnesota corporation with principal place of business in Austin, Minnesota. Medicap #8213’s address is: 1109 W. Oakland Avenue, Austin, Minnesota 55912.

309. Plaintiff Madsen, Inc., d/b/a Medicap Pharmacy #8019 (“Medicap #8019”), is an Iowa corporation with principal place of business in Toledo, Iowa. Medicap #8019’s address is: 108 2nd Avenue W, Toledo, Iowa 52342.

310. Plaintiff Husack Holdings, JPL, d/b/a The Medicine Shoppe-Berwick (“Medicine Shoppe-Berwick”), is a Pennsylvania corporation with principal place of business in Berwick, Pennsylvania. Medicine Shoppe-Berwick’s address is: 145 E. Ninth Street, Berwick, Pennsylvania 18603.

311. Plaintiff The Medicine Shoppe, d/b/a The Medicine Shoppe-Jeffersonville (“Medicine Shoppe-Jeffersonville”), is a Pennsylvania pharmacy with principal place of business in Jeffersonville, Pennsylvania. Medicine Shoppe-Jeffersonville’s address is: 2113 West Main Street, Jeffersonville, Pennsylvania 19403.

312. Plaintiff The Medicine Shoppe, d/b/a The Medicine Shoppe-Munhall (“Medicine Shoppe-Munhall”), is a Pennsylvania corporation with principal place of business in Munhall, Pennsylvania. Medicine Shoppe-Munhall’s address is: 2279 Main Street, Munhall, Pennsylvania 15120.

313. Plaintiff Fairmount Pharmacy Services, Inc., d/b/a Fairmount Pharmacy Services (“Fairmount Services”), is a Pennsylvania corporation with principal place of business in Philadelphia, Pennsylvania. Fairmount Services’ address is: 1900 Green Street, Philadelphia, Pennsylvania 19130.

314. Plaintiff Forest Hills Pharmacy, Inc., d/b/a FHP Pharmacy Services (“FHP”), is a Pennsylvania corporation with principal place of business in Saint Michael, Pennsylvania. FHP’s address is: 550 Locust Street PO Box 307, Saint Michael, Pennsylvania 15951.

315. Plaintiff Medcare LTC, LLC, d/b/a Medcare LTC (“Medcare”), is a Pennsylvania limited liability company with principal place of business in Philadelphia, Pennsylvania. The LLC’s members are all citizens of Pennsylvania. Medcare’s address is: 5328 Old York Road PO Box 26639, Philadelphia, Pennsylvania 19147.

316. Plaintiff KEDO, LLC, d/b/a Valumed Pharmacy-Coralville (“Valumed-Coralville”), is an Iowa limited liability company with principal place of business in Coralville, Iowa. The LLC’s members are all citizens of Iowa. Valumed-Coralville’s address is: 14105 Westcor Ct. Ste. 1, Coralville, Iowa 52241.

317. Plaintiff KST Group, LLC, d/b/a Valumed Pharmacy-Sioux City (“Valumed-Sioux City”), is an Iowa limited liability company with principal place of business in Sioux City, Iowa. The LLC’s members are all citizens of Iowa. Valumed-Sioux City’s address is: 2442 Transit Avenue, Sioux City, Iowa 51106

318. Plaintiff Lihue Pharmacy, (S-Corp) d/b/a Lihue Pharmacy Group (“Lihue Pharmacy”), is a Hawaii corporation with principal place of business in Lihue, Hawaii. Lihue Pharmacy’s address is: 4491 Kolopa Street Ste. A, Lihue, Hawaii 96766.

319. Plaintiff G&R Inc., Corp., d/b/a Malheur Drug II (“Malheur II”), is an Oregon corporation with principal place of business in Nyssa, Oregon. Malheur II’s address is: 424 Main Street, Nyssa, Oregon 97913.

320. Plaintiff 3C Healthcare, Inc., d/b/a Health Center Pharmacy (“Health Center”), is a Kansas corporation with principal place of business in Winfield, Kansas. Health Center’s address is: 722 Wheat Road, Winfield, Kansas 67156.

321. Plaintiff The Medicine Center, LLC, d/b/a The Medicine Center (“Medicine Center”), is a Pennsylvania limited liability company with principal place of business in

Holmes, Pennsylvania. The LLC's members are all citizens of Pennsylvania. Medicine Center's address is: 2209 Macdade Blvd, Holmes, Pennsylvania 19043.

322. Plaintiff GFJ, Inc., d/b/a Broken Arrow Family Drug ("Broken Arrow"), is an Oklahoma corporation with a place of business in Broken Arrow, Oklahoma. Broken Arrow's address is: 3359 S Elm Place, Broken Arrow, Oklahoma 74012.

323. Plaintiff GFJ, Inc., d/b/a Broken Arrow Family Drug #2 ("Broken Arrow #2")/ is an Oklahoma corporation with a place of business in Broken Arrow, Oklahoma. Broken Arrow #2's address is: 1030 E. Lansing Street, Broken Arrow, Oklahoma 74012.

324. Plaintiff Clinic Pharmacy, LLC, d/b/a Clinic Pharmacy ("Clinic"), is a Kentucky limited liability company with principal place of business in Cynthiana, Kentucky. The LLC's members are all citizens of Kentucky. Clinic's address is: 1210 KY HWY 36 E Ste. G-6, Cynthiana, Kentucky 41031.

325. Plaintiff Hidenwood Pharmacy, Inc., d/b/a Hidenwood Pharmacy ("Hidenwood"), is a Virginia corporation with a principal place of business in Newport News, Virginia. Hidenwood's address is: 35 Hidenwood Shopping Center, Newport News, Virginia 23606.

326. Plaintiff Rocky Top Pharmacy, Inc., d/b/a Longley Pharmacy ("Longley"), is a Georgia corporation with a principal place of business in Rossville, Georgia. Longley's address is: 785 Chickamauga, Rossville, Georgia 30741.

327. Plaintiff M.D. Co, Inc., d/b/a M.D. Pharmacy ("M.D."), is a Tennessee corporation with a principal place of business in Morristown, Tennessee. M.D.'s address is: 1467 West Morris Blvd, Morristown, Tennessee 37813.

328. Plaintiff Claywell, Inc., d/b/a Medica Pharmacy & Wellness Center ("Medica

Wellness”), is a Kentucky corporation with a place of business in Bardstown, Kentucky.

Medica Wellness’s address is: 1202 W. Stephen Foster Avenue, Bardstown, Kentucky 40004.

329. Plaintiff Claywell, Inc., d/b/a Medica Pharmacy Bloomfield (“Medica Bloomfield”), is a Kentucky corporation with a place of business in Bloomfield, Kentucky. Medica Bloomfield’s address is: 114 Fairfield Hill Road, Bloomfield, Kentucky 40008.

330. Plaintiff Melrose Pharmacy, LLC, d/b/a Melrose Pharmacy (“Melrose”), is an Arizona limited liability company with principal place of business in Phoenix, Arizona. The LLC’s members are all citizens of Arizona. Melrose’s address is: 706 W. Montecito Avenue, Phoenix, Arizona 85013.

331. Plaintiff Sumpter Pharmacy, Inc., d/b/a Sumpter Pharmacy & Wellness (“Sumpter”), is an Iowa corporation with principal place of business in Adel, Iowa. Sumpter’s address is: 628 Nile Kinnick Drive S Ste. 1, Adel, Iowa 50003.

332. Plaintiff Pharmacy Consultant Services, Inc., d/b/a Turner Drug (“Turner”), is an Oklahoma corporation with principal place of business in Purcell, Oklahoma. Turner’s address is: 1300 N. Green Avenue, Purcell, Oklahoma 73080.

333. Plaintiff Sano Vito, Inc., (S-Corp) d/b/a Rivergate Pharmacy (“Rivergate”), is a Colorado corporation with principal place of business in Durango, Colorado. Rivergate’s address is: 575 Rivergate Lane Ste. 11, Durango, Colorado 81301.

334. Plaintiff Royer Pharmacy, Inc., d/b/a Royer Pharmacy-Sharp (“Royer-Sharp”), is a Pennsylvania corporation with a place of business in Ephrata, Pennsylvania. Royer-Sharp’s address is: 1021 Sharp Avenue, Ephrata, Pennsylvania 17522.

335. Plaintiff Royer Pharmacy, Inc., d/b/a Royer Pharmacy-Akron (“Royer-Akron”), is a Pennsylvania corporation with a place of business in Akron, Pennsylvania. Royer-Akron’s

address is: 113 South 7th Street, Akron, Pennsylvania 17501.

336. Plaintiff Royer Pharmacy, Inc., d/b/a Royer Pharmacy-Lancaster (“Royer-Lancaster”), is a Pennsylvania corporation with a place of business in Lancaster, Pennsylvania. Royer-Lancaster’s address is: 508 Hershey Avenue, Lancaster, Pennsylvania 17603.

337. Plaintiff Royer Pharmacy, Inc., d/b/a Royer Pharmacy-Leola (“Royer-Leola”) is a Pennsylvania corporation with a place of business in Leola, Pennsylvania. Royer-Leola’s address is: 335 West Main Street, Leola, Pennsylvania 17540.

338. Plaintiff Royer Pharmacy, Inc., d/b/a Royer Pharmacy-Main Street (“Royer-Main Street”), is a Pennsylvania corporation with a place of business in Ephrata, Pennsylvania. Royer-Main Street’s address is: 2 East Main Street, Ephrata, Pennsylvania 17522.

339. Plaintiff A & W Pharmacy, Inc., (S-Corp) d/b/a A & W Pharmacy (“A & W”), is a Pennsylvania corporation with principal place of business in Philadelphia, Pennsylvania. A & W’s address is: 2623 E. Westmoreland Street, Philadelphia, Pennsylvania 19134.

340. Plaintiff Sheltons Pharmacy, Inc., d/b/a A Village Pharmacy (“A Village Pharmacy”), is a Colorado corporation with principal place of business in Colorado Springs, Colorado. A Village Pharmacy’s address is: 3277 W. Carefree Circle, Colorado Springs, Colorado 80917.

341. Plaintiff Evans City Drug Store, Inc., d/b/a Evans City Drug Store (“Evans City”), is a Pennsylvania corporation with principal place of business in Evans City, Pennsylvania. Evans City’s address is: 201 East Main Street, Evans City, Pennsylvania 16033.

342. Plaintiff Fairmount Pharmacy, Inc., d/b/a Fairmount Pharmacy (“Fairmount”), is a Pennsylvania corporation with a principal place of business in Philadelphia, Pennsylvania. Fairmount’s address is: 1900 Green Street, Philadelphia, Pennsylvania 19130.

343. Plaintiff Kapaa Pharmacy, (S-Corp), d/b/a Kapaa Pharmacy (“Kapaa”), is a Hawaii corporation with principal place of business in Kapaa, Pennsylvania. Kapaa’s address is: 4-1543 Kuhlo Hwy Ste. #G, Kapaa, Hawaii 96746.

344. Plaintiff Pacific Health Management, LLC, d/b/a Lihue Professional Pharmacy (“Lihue Professional”), is a Hawaii limited liability company with principal place of business in Lihue, Pennsylvania. The LLC’s members are all citizens of Hawaii. Lihue Professional’s address is: 3-3420 B Kuhio Hwy Ste. 101, Lihue, Hawaii 96766.

345. Plaintiff Millersburg Pharmacy, Inc., d/b/a Millersburg Pharmacy (“Millersburg”), is a Pennsylvania corporation with principal place of business in Millersburg, Pennsylvania. Millersburg’s address is: 242 Market Street, Millersburg, Pennsylvania 17061.

346. Plaintiff Bowser Corporation, d/b/a Shankel’s Pharmacy (“Shankel’s”), is a Pennsylvania corporation with principal place of business in DuBois, Pennsylvania. Shankel’s address is: 241 West Long Avenue, DuBois, Pennsylvania 15801.

347. Plaintiff Taylor Drug Operating Services, Inc., d/b/a Taylor Drug Operating Services (“Taylor Drug”), is a Kansas corporation with principal place of business in Arkansas City, Kansas. Taylor Drug’s address is 201 S. Summit, Arkansas City, KS 67005.

348. Plaintiff Greater Falls Pharmacy, Inc., d/b/a Greater Falls Pharmacy (“Greater Falls”), is a Vermont corporation with principal place of business in Bellows Falls, Vermont. Greater Falls’ address is: 78 Atkinson Street, Bellows Falls, Vermont 05101.

349. Plaintiff Howes Pharmacy, LLC, d/b/a Howes Pharmacy (“Howes”), is a New Hampshire limited liability company with a principal place of business in Goffstown, New Hampshire. The LLC’s members are all citizens of New Hampshire. Howes’ address is: 39 Main Street, Goffstown, New Hampshire 03045.



350. Plaintiff Milan Pharmacy, Inc., d/b/a King Pharmacy (“King”) is a Pennsylvania corporation with a principal place of business in Philadelphia, Pennsylvania. King’s address is: 2100 W. Cambria Street, Philadelphia, Pennsylvania 19132.

351. Plaintiff Med-Fast Pharmacy, Inc., d/b/a Med-Fast Compounding Pharmacy (“Med-Fast Compounding”), is a Pennsylvania corporation with a place of business in Aliquippa, Pennsylvania. Med-Fast Compounding’s address is: 2003 Sheffield Road Ste. C, Aliquippa, Pennsylvania 15001.

352. Plaintiff Med-Fast Pharmacy, Inc., d/b/a Med-Fast Pharmacy-Aliquippa 1 (“Med-Fast Aliquippa 1”), is a Pennsylvania corporation with a place of business in Aliquippa, Pennsylvania. Med-Fast Aliquippa 1’s address is: 2003 Sheffield Road Ste. 1B, Aliquippa, Pennsylvania 15001.

353. Plaintiff Med-Fast Pharmacy, Inc., d/b/a Med-Fast Pharmacy-Aliquippa 2 (“Med-Fast Aliquippa 2”), is a Pennsylvania corporation with a place of business in Aliquippa, Pennsylvania. Med-Fast Aliquippa 2’s address is: 2007 Sheffield Road Ste. C, Aliquippa, Pennsylvania 15001.

354. Plaintiff Med-Fast Pharmacy, Inc., d/b/a Med-Fast Pharmacy- Baden (“Med-Fast Baden”), is a Pennsylvania corporation with a place of business in Baden, Pennsylvania. Med-Fast Baden’s address is: 1647 State Street Road, Baden, Pennsylvania 15005.

355. Plaintiff Med-Fast Pharmacy, Inc., d/b/a Med-Fast Pharmacy-Beaver (“Med-Fast Beaver”), is a Pennsylvania corporation with a place of business in Beaver, Pennsylvania. Med-Fast Beaver’s address is: 4935 Tuscarawas Road, Beaver Pennsylvania 15009.

356. Plaintiff Med-Fast Pharmacy, Inc., d/b/a Med-Fast Pharmacy-Bethel Park (“Med-Fast Bethel Park”), is a Pennsylvania corporation with a place of business in Bethel

Park, Pennsylvania. Med-Fast Bethel Park's address is: 5001 Library Road, Bethel Park, Pennsylvania 15102.

357. Plaintiff Med-Fast Pharmacy, Inc., d/b/a Med-Fast Pharmacy-Clarion ("Med-Fast Clarion"), is a Pennsylvania corporation with a place of business in Clarion, Pennsylvania. Med-Fast Clarion's address is: Rt. 68 & I-80, Clarion, Pennsylvania 16214.

358. Plaintiff Med-Fast Pharmacy, Inc., d/b/a Med-Fast Pharmacy-Greensburg ("Med-Fast Greensburg"), is a Pennsylvania corporation with a place of business in Greensburg, Pennsylvania. Med-Fast Greensburg's address is: 720 East Pittsburgh Street, Greensburg, Pennsylvania 15601.

359. Plaintiff Med-Fast Pharmacy, Inc., d/b/a Med-Fast Pharmacy-Monaca ("Med-Fast Monaca"), is a Pennsylvania corporation with a place of business in Monaca, Pennsylvania. Med-Fast Monaca's address is: 3589 Brodhead Road, Monaca, Pennsylvania 15061.

360. Plaintiff Med-Fast Pharmacy, Inc., d/b/a Med-Fast Pharmacy-New Castle ("Med-Fast New Castle"), is a Pennsylvania corporation with a place of business in New Castle, Pennsylvania. Med-Fast New Castle's address is: 2016 West State Street, New Castle, Pennsylvania 16101.

361. Plaintiff Med-Fast Pharmacy, Inc., d/b/a Med-Fast Pharmacy-Oakdale ("Med-Fast Oakdale"), is a Pennsylvania corporation with a place of business in Oakdale, Pennsylvania. Med-Fast Oakdale's address is: 600 Market Place Drive, Oakdale, Pennsylvania 15071.

362. Plaintiff Med-Fast Pharmacy, Inc., d/b/a Med-Fast Pharmacy Pittsburgh-Butler ("Med-Fast Butler"), is a Pennsylvania corporation with a place of business in Pittsburgh,

Pennsylvania. Med-Fast Butler's address is: 917 Butler Street, Pittsburgh, Pennsylvania 15223.

363. Plaintiff Med-Fast Pharmacy, Inc., d/b/a Med-Fast Pharmacy Pittsburgh-William Penn ("Med-Fast William Penn"), is a Pennsylvania corporation with a place of business in Pittsburgh, Pennsylvania. Med-Fast William Penn's address is: 335 William Penn Highway, Pittsburgh, Pennsylvania 15235.

364. Plaintiff Med-Fast Pharmacy, Inc., d/b/a Med-Fast Pharmacy-West Mifflin ("Med-Fast West Mifflin"), is a Pennsylvania corporation with a place of business in West Mifflin, Pennsylvania. Med-Fast West Mifflin's address is: 1886 Homeville Road, West Mifflin, Pennsylvania 15122.

365. Plaintiff ELU, Inc., d/b/a Point Breeze Pharmacy ("Point Breeze"), is a Pennsylvania corporation with principal place of business in Philadelphia, Pennsylvania. Point Breeze's address is: 1411 Point Breeze Ave, Philadelphia, Pennsylvania 19146.

366. Plaintiff Beckman's Greene Street Pharmacy, Inc., d/b/a Beckman's Greene Street Pharmacy ("Beckman's"), is a Maryland corporation with principal place of business in Cumberland, Maryland. Beckman's address is: 686 Greene Street, Cumberland, Maryland 21502.

367. Plaintiff Bell-Edge Drugs, Inc., d/b/a Bell-Edge Pharmacy ("Bell-Edge"), is a Pennsylvania corporation with principal place of business in Philadelphia, Pennsylvania. Bell-Edge's address is: 5401 Chester Avenue, Philadelphia, Pennsylvania 19143.

368. Plaintiff Bennetts Valley Pharmacy, Inc., d/b/a Bennetts Valley Pharmacy ("Bennetts"), is a Pennsylvania corporation with principal place of business in Weedville, Pennsylvania. Bennetts' address is: 18496 Bennetts Valley Hwy, Weedville, Pennsylvania

15868.

369. Plaintiff Bluegrass Rx LLC, d/b/a Bluegrass Pharmacy (“Bluegrass”), is a Pennsylvania limited liability company with principal place of business in Philadelphia, Pennsylvania. The LLC’s members are all citizens of Pennsylvania. Bluegrass’ address is: 2417 Welsh Road Store #15, Philadelphia, Pennsylvania 19114.

370. Plaintiff Broad & Grange, Inc., d/b/a Broad & Grange Pharmacy (“Broad & Grange”), is a Pennsylvania corporation with principal place of business in Philadelphia, Pennsylvania. Broad & Grange’s address is: 5751 N. Broad Street, Philadelphia, Pennsylvania 19141.

371. Plaintiff Broad & Lehigh Pharmacy, Inc., d/b/a Broad & Lehigh Pharmacy (“Broad & Lehigh”), is a Pennsylvania corporation with principal place of business in Philadelphia, Pennsylvania. Broad & Lehigh’s address is: 2701 North Broad Street, Philadelphia, Pennsylvania 19132.

372. Plaintiff Choice Family Pharmacy, Inc., d/b/a Choice Family Pharmacy (“Choice Family”), is a Pennsylvania corporation with principal place of business in McSherrystown, Pennsylvania. Choice Family’s address is: 8 S. Sixth Street, McSherrytown, Pennsylvania 17344.

373. Plaintiff East Berlin Pharmacy, Inc., d/b/a East Berlin Pharmacy (“East Berlin”), is a Pennsylvania corporation with principal place of business in East Berlin, Pennsylvania. East Berlin’s address is: 335 W. King Street, East Berlin, Pennsylvania 17316.

374. Plaintiff Family Pharmacy Professional Association, (Sub S Corp), d/b/a Family Pharmacy P.A. (“Family P.A.”), is a New Hampshire corporation with principal place of business in Enfield, New Hampshire. Family P.A.’s address is: 505 US Route 4, PO Box 777,

Enfield, New Hampshire 03748.

375. Plaintiff Fino's Pharmacy, LLC, d/b/a Fino's Pharmacy-Dallas ("Fino's-Dallas"), is a Pennsylvania limited liability company with principal place of business in Dallas, Pennsylvania. The LLC's members are all citizens of Pennsylvania. Fino's-Dallas' address is: 3 Main Street, Dallas, Pennsylvania 18612.

376. Plaintiff KB Pharmacy, LLC, d/b/a Grafton Drug ("Grafton"), is a North Dakota limited liability company with principal place of business in Grafton, North Dakota. The LLC's members are all citizens of North Dakota. Grafton's address is: 38 E. 12<sup>th</sup> Street, Grafton, North Dakota 58237.

377. Plaintiff Heritage Pharmacy, Inc., d/b/a Heritage Pharmacy ("Heritage"), is a Pennsylvania corporation with principal place of business in Washington Crossing, Pennsylvania. Heritage's address is: 1091 General Knox Road, Washington Crossing, Pennsylvania 18977.

378. Plaintiff MATSTE, Inc., d/b/a Hometown Pharmacy-Brookfield ("Hometown-Brookfield"), is an Ohio corporation with a principal place of business in Brookfield, Ohio. Hometown-Brookfield's address is: 7160 Warran Sharon Road, Brookfield, Ohio 44403.

379. Plaintiff HEALME, Inc., d/b/a Hometown Pharmacy-Columbiana ("Hometown-Columbiana"), is an Ohio corporation with a principal place of business in Columbiana, Ohio. Hometown-Columbiana's address is: 1108 Village Plaza, Columbiana, Ohio 44408.

380. Plaintiff TADEK, Inc., d/b/a Hometown Pharmacy-Cornersburg ("Hometown-Cornersburg"), is an Ohio corporation with a principal place of business in Youngstown, Ohio. Hometown-Cornersburg's address is: 3623 S. Meridian Road, Youngstown, Ohio 44511.

381. Plaintiff TADEK, Inc., d/b/a Hometown Pharmacy-Struthers ("Hometown-

Struthers”), is an Ohio corporation with a place of business in Struthers, Ohio. Hometown-Struthers’s address is: 655 Creed Street, Struthers, Ohio 44471.

382. Plaintiff KRYNICKI, Inc., d/b/a Hometown Pharmacy-Dierkens (“Hometown-Dierkens”), is a Pennsylvania corporation with principal place of business in Monongahela, Pennsylvania. Hometown-Dierkens’ address is: 100 East Main Street, Monongahela, Pennsylvania 15063.

383. Plaintiff TADMAR, Inc., d/b/a Hometown Pharmacy-Girard (“Hometown-Girard”), is an Ohio corporation with principal place of business in Girard, Ohio. Hometown-Girard’s address is: 906 N. State Street, Girard, Ohio 44420.

384. Plaintiff ALOTAD, Inc., d/b/a Hometown Pharmacy-Grove City (“Hometown-Grove City”), is a Pennsylvania corporation with a principal place of business in Grove City, Pennsylvania. Hometown-Grove City’s address is: 49 Pine Grove Plaza, Grove City, Pennsylvania 16127.

385. Plaintiff MARYSIA, Inc., d/b/a Hometown Pharmacy-Harmony (“Hometown-Harmony”), is a Pennsylvania corporation with principal place of business in Harmony, Pennsylvania. Hometown-Harmony’s address is: 3 Northgate Place Unit 2, Harmony, Pennsylvania 16037.

386. Plaintiff STEMAT, Inc., d/b/a Hometown Pharmacy-New Castle (“Hometown-New Castle”), is a Pennsylvania corporation with a principal place of business in New Castle, Pennsylvania. Hometown-New Castle’s address is: 20 E. Lawrence Street, New Castle, Pennsylvania 16101.

387. Plaintiff WANDAROO, Inc., d/b/a Hometown Pharmacy-Poland (“Hometown-Poland”), is an Ohio corporation with principal place of business in Poland, Ohio. Hometown-

Poland's address is: 1135 W. Western Reserve Road, Poland, Ohio 44514.

388. Plaintiff Adishwar, LLC, d/b/a Langhorne Pharmacy ("Langhorne"), is a Pennsylvania limited liability company with principal place of business in Langhorne, Pennsylvania. The LLC's members are all citizens of Pennsylvania. Langhorne's address is: 172 N. Pine Street, Langhorne, Pennsylvania 19047.

389. Plaintiff Lion Pharmacy, Inc., d/b/a Lion Pharmacy ("Lion"), is a Pennsylvania corporation with a principal place of business in Red Lion, Pennsylvania. Lion's address is: 10 West Broadway, Red Lion, Pennsylvania 17356.

390. Plaintiff CMV Pharmacy, Inc., d/b/a Manlius Pharmacy ("Manlius"), is a New York corporation with a principal place of business in Manlius, New York. Manlius' address is: 240 W. Seneca Street Ste. 3B, Manlius, New York 13104.

391. Plaintiff Hein-Lun, Inc., d/b/a Neff Surgical Pharmacy ("Neff Surgical"), is a Pennsylvania corporation with principal place of business in Philadelphia, Pennsylvania. Neff Surgical's address is: 222 N. 9<sup>th</sup> Street, Philadelphia, Pennsylvania 19107.

392. Plaintiff Norland Avenue Pharmacy, LLC, d/b/a Norland Avenue Pharmacy ("Norland"), is a Pennsylvania limited liability company with principal place of business in Chambersburg, Pennsylvania. The LLC's members are all citizens of Pennsylvania. Norland's address is: 757 Norland Ave Ste. 105, Chambersburg, Pennsylvania 17201.

393. Plaintiff Oak Lane Pharmacy, Inc., d/b/a Oak Lane Pharmacy ("Oak Lane"), is a Pennsylvania corporation with principal place of business in Philadelphia, Pennsylvania. Oak Lane's address is: 6724 Old York Road, Philadelphia, Pennsylvania 19126.

394. Plaintiff Patterson Family Pharmacy, Inc., d/b/a Patterson Family Pharmacy ("Patterson"), is a California corporation with a principal place of business in Patterson,

California. Patterson's address is: 47 S. Del Puerto Avenue, Patterson, Pennsylvania 95363.

395. Plaintiff Newtko Inc., d/b/a Port Allegany Pharmacy ("Port Allegany"), is a Pennsylvania corporation with principal place of business in Port Allegany, Pennsylvania. Port Allegany's address is: 54-56 N. Main Street, Port Allegany, Pennsylvania 16743.

396. Plaintiff Richlands Pharmacy Associates, d/b/a Richlands Pharmacy ("Richlands"), is a Virginia pharmacy with principal place of business in Richlands, Virginia. Richlands' address is: 2625 Front Street, Richlands, Virginia 24641.

397. Plaintiff Rx Express Prescription Services, Inc., d/b/a Rx Express Prescription Service ("Rx Express"), is a New York corporation with a principal place of business in Huntington, New York. Rx Express' address is: 1842 East Jericho Tpke, Huntington, New York 11743.

398. Plaintiff Sav-Mor Pharmacy, Inc., d/b/a Sav-Mor Pharmacy ("Sav-Mor"), is a Pennsylvania corporation with principal place of business in Philadelphia, Pennsylvania. Sav-Mor's address is: 2232 South 7th Street, Philadelphia, Pennsylvania 19148.

399. Plaintiff St. Mary's Pharmacy, Inc., d/b/a St. Mary's Pharmacy ("St. Mary's"), is a Pennsylvania corporation with principal place of business in St. Marys, Pennsylvania. St. Mary's address is: 4 Railroad Street, St. Marys, Pennsylvania 15857.

400. Plaintiff Stonewood Village Pharmacy, Inc., d/b/a Stonewood Village Pharmacy ("Stonewood"), is an Arkansas corporation with a principal place of business in Fort Smith, Arkansas. Stonewood's address is: 7320 Rogers Avenue, Fort Smith, Arkansas 72903.

401. Plaintiff B. Kuchеровsky, Inc., d/b/a Summerdale Pharmacy ("Summerdale"), is a Pennsylvania corporation with principal place of business in Philadelphia, Pennsylvania. Summerdale's address is: 900 E. Sanger Street, Philadelphia, Pennsylvania 19124.



402. Plaintiff Neff Drugs 9, LLC, d/b/a Sunray Drugs Progress Plaza (“Sunray-Progress”), is a Pennsylvania limited liability company with a principal place of business in Philadelphia, Pennsylvania. The LLC’s members are all citizens of Pennsylvania. Sunray-Progress’ address is: 1501 N. Broad Street #9, Philadelphia, Pennsylvania 19122.

403. Plaintiff Anthony De Blasio (Sole Proprietor) d/b/a Tony’s Family Pharmacy (“Tony’s Family”), is a New Jersey corporation with a principal place of business in Freehold, New Jersey. Tony Family’s address is: 3333 Rt. 9, Freehold, New Jersey 07728.

404. Plaintiff Urban Specialty Pharmacy, LLC, d/b/a Urban Specialty Pharmacy (“Urban Specialty”), is a Florida limited liability company with a principal place of business in St. Petersburg, Florida. The LLC’s members are all citizens of Florida. Urban Specialty’s address is: 3535 Central Avenue, St. Petersburg, Florida 33713.

405. Plaintiff S & R Drug, Co., (S-Corp) d/b/a S & R Drug Co (“S & R”), is a Texas corporation with a principal place of business in Kirbyville, Texas. S & R’s address is: 1606 S. Margaret Avenue, Kirbyville, Texas 75956.

406. Plaintiff Pine Street Pharmacy, d/b/a Stacy’s Family Pharmacy (“Stacy’s”), is an Illinois pharmacy with a principal place of business in Lincoln, Illinois. Stacy’s address is: 709 Woodlawn Road, Lincoln, Illinois 62656.

407. Plaintiff Rx Shops, Inc., d/b/a Hometown Pharmacy (“Hometown”), is a Missouri corporation with a principal place of business in Lebanon, Missouri. Hometown’s address is: PO Box 1068, Lebanon, Missouri 65536.

408. Plaintiff Matthewson Drug Co, Inc., d/b/a Matthewson Drug Co (“Matthewson”), is a Texas corporation with a principal place of business in Marshall, Texas. Matthewson’s address is: 717 S. Washington, Marshall, Texas 75760.

409. Plaintiff Kuler Drugs, LLC, d/b/a Med Depot Pharmacy (“Med Depot”), is a Missouri limited liability company with a principal place of business in Kirksville, Missouri. The LLC’s members are all citizens of Missouri. Med Depot’s address is: 800 W. Jefferson, Kirksville, Missouri 63501.

410. Plaintiff City Drug Co of Jefferson TX, d/b/a City Drug (“City Drug”), is a Texas corporation with a principal place of business in Jefferson, Texas. City Drug’s address is: 109 W. Lafayette, Jefferson, Texas 75657.

411. Plaintiff Belldina’s Health Mart Pharmacy, LLC, d/b/a Belldina’s Health Mart Pharmacy (“Belldina’s”), is a West Virginia limited liability company with a principal place of business in Masontown, West Virginia. The LLC’s members are all citizens of West Virginia. Belldina’s address is: 107 S. Main Street, Masontown, West Virginia 26542.

412. Plaintiff Franklin Square Pharmacy, Inc., d/b/a Franklin Square Pharmacy (“Franklin”), is a New York corporation with principal place of business in Franklin Square, New York. Franklin Square’s address is: 925 Hempstead Turnpike, Franklin Square, New York 11010.

413. Plaintiff Lehan Drugs, Inc., d/b/a Lehan Drugs (“Lehan”), is an Illinois corporation with a principal place of business in Dekalb, Illinois. Lehan’s address is: 1407 S. Fourth Street, Dekalb, Illinois 60115.

414. Plaintiff Luke’s Family Pharmacy, d/b/a Luke’s Family Pharmacy (“Luke’s”), is an Idaho pharmacy with a principal place of business in Hailey, Idaho. Luke’s address is: 101 S. Main Street, Hailey, Idaho 83333.

415. Plaintiff Purdy Pharmacy, Inc., d/b/a Purdy Costless Rx (“Purdy”), is a Washington corporation with a principal place of business in Gig Harbor, Washington. Purdy’s

address is: 14218 92nd Avenue NW, Gig Harbor, Washington 98329.

416. Plaintiff Readings Community Pharmacy, Inc., d/b/a R&R Pharmacy (“R&R”), is an Idaho corporation with a principal place of business in Jerome, Idaho. R&R’s address is: 133 West Avenue A, Jerome, Idaho 83338.

417. Plaintiff San Juan Pharmacy, Inc., d/b/a San Juan Pharmacy (“San Juan”), is a Utah corporation with a principal place of business in Blanding, Utah. San Juan’s address is: 65 S. Main Street, Blanding, Utah 84511.

418. Plaintiff The Country Squire Discount Pharmacy, Inc., d/b/a The Country Squire Discount Pharmacy (“Country Squire”), is a Michigan corporation with a principal place of business in Fremont, Michigan. Country Squire’s address is: 30 E. Main Street, Fremont, Michigan 49412.

419. Plaintiff RJMTZ Pharmacy, LLC, d/b/a The Pharmacy Corner (“Pharmacy Corner”), is a Texas limited liability company with a principal place of business in Bryan, Texas. The LLC’s members are all citizens of Texas. Pharmacy Corner’s address is: 3201 University Dr. E Ste. 145, Bryan, Texas 77802.

420. Plaintiff S & B Health Systems, LLC, d/b/a West Cocoa Pharmacy & Compounding (“West Cocoa”), is a Florida limited liability company with its principal place of business in Cocoa, Florida. The LLC’s members are all citizens of Florida. West Cocoa’s address is: 2711 Clearlake Road #10C, Cocoa, Florida 32922.

421. Plaintiff JAK Pharma, Inc., d/b/a Arthur Avenue Pharmacy (“Arthur”), is a New York corporation with a principal place of business in Bronx, New York. Arthur’s address is: 2343 Arthur Avenue, Bronx, New York 10458.

422. Plaintiff Vijan Pharma, Inc., d/b/a Sure Drugs (“Sure Drugs”), is a New York

corporation with a principal place of business in Brooklyn, New York. Sure Drug's address is: 312 Ralph Avenue, Brooklyn, New York 11233.

423. Plaintiff Jen Pharma, Inc., d/b/a Summer Ave Pharmacy ("Summer Ave"), is a New Jersey corporation with a principal place of business in Newark, New Jersey. Summer Ave's address is: 205 Summer Avenue, Newark, New Jersey 07104.

424. Plaintiff Medicap Specialty Services d/b/a Medicap Specialty Services ("Medicap"), is a South Dakota pharmacy with principal place of business in Rapid City, South Dakota. Medicap's address is: 339 St. Patrick Street, Rapid City, South Dakota 57701.

425. Plaintiff Star Pharmacy Services, Inc., d/b/a Paoli Pharmacy ("Paoli"), is a Pennsylvania corporation with a principal place of business in Paoli, Pennsylvania. Paoli's address is: 1564 E. Lancaster Avenue, Paoli, Pennsylvania 19301.

426. Plaintiff University Pharmacy, Inc., d/b/a University Pharmacy ("University Pharmacy"), is a Utah corporation with principal place of business in Salt Lake City, Utah. University Pharmacy's address is: 1320 E. 200 South, Salt Lake City, Utah 84102.

427. Plaintiff Bertolino's Pharmacy, Inc., d/b/a Bertolino's Pharmacy ("Bertolino's"), is a Pennsylvania corporation with principal place of business in Philadelphia, Pennsylvania. Bertolino's address is: 1500 South Street, Philadelphia, Pennsylvania 19147.

428. Plaintiff Aveve, Inc., d/b/a Foothills Pharmacy ("Foothills"), is a North Carolina corporation with principal place of business in Columbus, North Carolina. Foothills' address is: 80 Shuford Road, Columbus, North Carolina 28722.

429. Plaintiff David J. Greenlee, d/b/a Ross Grant Avenue Pharmacy ("Ross"), is a Pennsylvania corporation with a principal place of business in Vandergrift, Pennsylvania. Ross's address is 114 Grant Avenue, Vandergrift, Pennsylvania 15690.

430. Plaintiff Neff Drugs 23, LLC., d/b/a Allegheny Apothecary (“Allegheny”), is a Pennsylvania limited liability company with principal place of business in Philadelphia, Pennsylvania. The LLC’s members are all citizens of Pennsylvania. Allegheny’s address is: 2244 E. Allegheny Avenue, Philadelphia, Pennsylvania 19134.

431. Plaintiff Neff Drugs 24, LLC., d/b/a Holmesburg Pharmacy (“Holmesburg”), is a Pennsylvania limited liability company with a principal place of business in Philadelphia, Pennsylvania. The LLC’s members are all citizens of Pennsylvania. Holmesburg’s address is: 8039 Frankford Avenue, Philadelphia, Pennsylvania 19136.

432. Respondent OptumRx is the successor in interest to Catamaran Corporation, through merger in July 2015. OptumRx is a part of United Health Group, Inc., which has its headquarters in Minnetonka, Minnesota. OptumRx’s address is: 2300 Main St Irvine, CA 92614-6223.

433. Presently, Optum Rx has annual revenue exceeding \$60 billion and manages over 1.2 billion prescriptions annually.

OptumRx will be referred to throughout this Complaint as “Catamaran.”

434. Address for Catamaran’s legal representatives is:

Stephen J. McConnell, Esq. ([smcconnell@reedsmith.com](mailto:smcconnell@reedsmith.com))  
Jaimee B. Farrer, Esq. ([jfarrer@reedsmith.com](mailto:jfarrer@reedsmith.com))  
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&

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## **II. STATEMENT OF JURISDICTION**

435. This court has jurisdiction over this case as a “mass action” under 28 U.S.C. § 1332 (d) (11).

## **III. NATURE OF THE ACTION**

436. This action arises from the bad faith actions of Catamaran (Respondent), a pharmaceutical benefit manager (“PBM”) that unilaterally determines how much Plaintiffs are paid for the generic drug prescriptions they provide.

437. Plaintiffs are among an estimated 23,000 independently owned (*i.e.*, non-chain) pharmacies in the United States. Independent pharmacies like Plaintiffs are small-business entrepreneurs, rooted in their communities, who play an essential role in the prescription drug market by offering their customers uniquely personalized service and counseling that they do not receive from mail order pharmacies.

438. Since January 1, 2012 and continuing through the present date, Catamaran has set unreasonably low reimbursement rates, (known as “maximum allowable cost or “MAC” pricing, based on irrelevant, inapplicable or outdated pricing data, or, in some cases, no data at all. Specifically, Catamaran

- consistently pays pharmacies MAC prices below the pharmacy’s acquisition cost, in violation of its contract with the pharmacies
- Claims to have used pricing information from major wholesalers in establishing MAC prices, but has no record of the actual information it used, and the wholesalers have no record of supplying it.
- Required that pharmacies who appealed below cost reimbursement to submit and document their invoice cost when they appealed its MAC price. Yet

Catamaran never considered **any** of this information in deciding and, in almost all cases, rejecting these MAC appeals.

- For many drugs, Catamaran pays the pharmacy a very low MAC price, while simultaneously billing its health plan customers a much higher brand name price, making an enormous “spread” on the transaction
- When generic drug prices skyrocket, Catamaran bills the health plan the skyrocketed price while still paying the pharmacy the outdated lower price, again making an enormous spread. When prices drop, Catamaran immediately drops its MAC price payment to the pharmacy, while delaying the price reduction to its healthplan customer
- Although there should only be one MAC price for each drug in each health plan, Catamaran maintains different price lists for different pharmacy providers, even within the same health plan. By doing so, Catamaran reimburses independent pharmacies at lower rates than other providers, such as its own mail order pharmacy. If the same patient in the same health plan fills a prescription for the same drug at a large chain or Catamaran’s own mail order pharmacy, Catamaran will pay a those pharmacies higher reimbursement than it pays to the Plaintiffs for the identical drug.
- Catamaran sets MAC prices far below the national pricing reference it claims to use, in violation of its own purported pricing methodology.

These practices are causing many independent pharmacies to lose money and go out of business, leaving their customers without choice.

439. Catamaran’s conduct violates express terms of the parties’ contracts, and the requirements of mutuality of obligation, good faith, and fair dealing attendant to those contracts. It also violates numerous state MAC laws, as set forth below.

440. On or around February 24, 2016, Plaintiffs wrote a letter to Catamaran outlining their grievances and proposing a good faith offer of settlement. By letter dated March 22, 2016 Catamaran rejected Plaintiffs’ proposal.

#### **IV. GENERAL ALLEGATIONS**

##### **A. PBMs, PSAOs and the Rise of Catamaran.**

441. PBMs contract with insurance companies (“plan sponsors”) to administer prescription drug benefit programs, and separately contract with the pharmacies that dispense prescription drugs to members of the plan sponsor (“plan members”).

442. As a practical matter, Plaintiffs and other independent pharmacies have no choice but to deal with PBMs in order to serve their customers, almost all of whom are members of an insurance plan.

443. Because antitrust constraints can prevent independent pharmacies from, negotiating with PBMs as a group, their PBM contracts are negotiated through pharmacy services administrative organizations (“PSAO”), the largest of which are owned by the three largest drug wholesalers, McKesson, Amerisource Bergen and CardinalHealth.

444. Catamaran uses the required involvement of a PSAO, to keep critical aspects of their contracts hidden from Plaintiffs and other pharmacies.

445. Indeed, Catamaran precluded Plaintiffs and other independent pharmacies that use a PSAO from even obtaining copies of the contracts that govern all aspects of their drug reimbursement from Catamaran. In addition, these pharmacies are subject to contractual amendments unilaterally made by Catamaran;

##### **B. “MAC” Pricing**

446. Catamaran, like other PBMs, establishes Plaintiffs’ reimbursement rates for prescription medicines.

447. For brand-name drugs, the PBM typically arranges to reimburse the pharmacy at



a percentage of the average wholesale price (“AWP”) of the drug—e.g. AWP minus 10% -- plus a dispensing fee for each prescription filled.

448. For generic drugs however, Catamaran reimburses pharmacies based on maximum allowable charge/cost (“MAC”) pricing.

449. Catamaran minimizes and often eliminates the margins pharmacies can make on generics by manipulating its MAC. While a pricing regimen using a fixed percentage of AWP is ostensibly transparent – because AWP is tied to pricing metrics published by third-party data sources – MAC reimbursement is not because it is based on an AWP-minus-x calculation where the value of “x” is fluid and hidden.

450. There is no standard methodology for deriving a MAC list, and Catamaran does not inform either plan sponsors or retail pharmacies how products are added or removed from a MAC list, or how Catamaran calculates or adjusts its MAC prices.

## **V. CLAIMS**

### **Count I - Breach of Contract (Illinois U.C.C.)**

451. Plaintiffs here incorporate by reference all prior allegations.

452. According to § 12.2 of the Provider Agreement, “[t]he laws of the State of Illinois and the laws of the United States of America applicable therein will govern as to the interpretation, validity and effect of this Agreement.”

453. Plaintiffs and Catamaran are “merchants” as that term is used in Illinois’s Uniform Commercial Code (“UCC”). *See* 810 ILCS 5/2-104(1) (“‘Merchant’ means a person who deals in goods of the kind or otherwise by his occupation holds himself out as having knowledge or skill peculiar to the practices or goods involved in the transaction or to whom

such

knowledge or skill may be attributed by his employment of an agent or broker or other intermediary who by his occupation holds himself out as having such knowledge or skill.”).

454. Pursuant to the Provider Agreement and Catamaran’s Provider Manual, Catamaran unilaterally determines the sale price of prescription drugs sold by Plaintiffs to members of Catamaran’s insurance-plan customers.

455. Prescription drugs and other pharmaceutical products are “goods” as that term is used in the Illinois U.C.C. *See* 810 ILCS 5/2-105(1) (“‘Goods’ means all things, including specially manufactured goods, which are movable at the time of identification to the contract for sale other than the money in which the price is to be paid, investment securities (Article 8 [810 ILCS 5/8-101 et seq.]) and things in action.”).

456. Sales of prescription drugs and other pharmaceutical products by Plaintiffs to their customers—many of which are members of Catamaran’s insurance-plan customers—are “transactions in goods.” 810 ILCS 5/2-102 (“Unless the context otherwise requires, this Article applies to transactions in goods”). The desire to continue dispensing prescription drugs and other pharmaceutical products to their customers is the only reason Plaintiffs do (and must) contract with Catamaran.

457. The contractual relationship between Plaintiffs and Catamaran is primarily governed by the Provider Agreement and the Provider Manual. “In the event of a conflict between the Provider Agreement and the Provider Manual, the Provider Manual shall prevail.” 2013 Provider Manual v. 1 (attached as “Exhibit A”), p. 5.

458. The Provider Manual describes the method by which Catamaran determines the amount Plaintiffs will be reimbursed for dispensing prescription drugs and other pharmaceutical

products:

Claims submitted by [the pharmacy] for plans utilizing a Catamaran national network, plan, other network, or via electronic claims submission point-of-service adjudication system for retail prescription benefit management or prescription processing are reimbursed for prescription drugs at the lesser of the plan or network Average Wholesale Price (AWP) discount or other referenced based pricing; plus or minus a discount or maximum allowable cost (MAC) (when applicable for prescription drug products); the Provider's submitted gross amount due, the Provider's Usual and Customary price (U&C) that would be given under the same circumstances if the member did not possess prescription benefit coverage; or submitted ingredient cost, and the applicable plan or network dispensing fee including taxes if applicable. AWP, and brand or generic medication classification, is determined by Catamaran in all cases. Catamaran shall utilize client or plan parameters, Medi-Span or other national resource, and internal processes as a reference but not as the sole determinant of price.

*See id.*

459. According to the Provider Manual, the industry term U&C “means the usual and customary price charged by the Provider to the general public at the time of dispensing, including any advertised or sale prices, discounts, coupons or other deductions.”

460. “AWP” is a controversial pricing benchmark that is not regulated by the government, does not include manufacturer discounts or rebates enjoyed by the PBM, and is easily susceptible to fraudulent manipulation. Such manipulation prompted the class action litigation in *New England Carpenters Health Benefits Fund v. First Data-Bank, Inc. & McKesson Corp*, which ultimately settled for over \$350,000,000 in the aggregate.

461. “MAC” is defined in the Provider Manual as “the maximum allowable cost for pharmaceutical *products*. The MAC (Maximum Allowable Cost) is developed by Catamaran and may be amended at any time at its sole discretion.” (emphasis added). Catamaran regularly sets its MAC prices lower than AWP, U&C, and acquisition cost (the three other possible reimbursement rates for a particular claim) so that, for generic drugs, the MAC price is the

prevailing reimbursement rate.

462. The MAC relates solely to the price paid for goods (multisource generic drugs) dispensed by the pharmacy. The cost of the pharmacy's services for dispensing the drugs is covered by separately itemized dispensing and other fees. This complaint solely concerns the MAC price for pharmaceutical products, not dispensing fees.

463. Although Catamaran has discretion to set MAC prices, it must do so with reference to "client or plan parameters, Medi-Span [a nationally recognized database of wholesale prices] or other national source, and internal processes."

464. Plaintiffs are not apprised of the MAC prices Catamaran will pay until the point of sale (called claim adjudication). Even though they learn of the reimbursement amount at the time of claim adjudication, Plaintiffs do not immediately get reimbursed. Instead, reimbursement occurs twice monthly, with the pharmacy remitted payment for hundreds, if not thousands, of claims at one time.

465. Nothing in the Provider Manual or Provider Agreement enables Plaintiffs to discern in advance of the point of sale what the MAC price for a particular reimbursement will be. As a result, the parties' contract contains an open price term under the Illinois U.C.C. *See* 810 ILCS 5/2-305(a) ("The parties if they so intend can conclude a contract for sale even though the price is not settled. In such a case the price is a reasonable price at the time for delivery if nothing is said as to price").

466. Because the contract contains an open price term, Catamaran is obligated to act in good faith in setting reimbursement rates.

467. Catamaran does not set reimbursement rates in good faith.

468. In its contracts with insurance companies and other plan sponsors Catamaran

typically guarantees the plan sponsors will pay no more than a certain Generic Effective Rate (“GER”) for prescriptions sold to their members. GER is an average and is expressed in terms of a percentage discount off of AWP. The GER is pitched to insurance companies and self-insured plan sponsors as a way of containing costs.

469. As Catamaran explained to the legislature in South Carolina in response to questions about its contract with the state’s Public Employee Benefit Authority:

**For example, on a drug product with an AWP cost of \$100:  
With a discount of AWP-75% the pharmacy is paid \$25 plus Dispensing Fee With  
a discount of AWP-78% the pharmacy is paid \$22 plus Dispensing Fee**

**In this example, the reduction of 3% in GER impacts the actual reimbursement to  
pharmacies by 12% (\$25 versus \$22)**

470. Catamaran manipulates its MAC prices as it sees fit in order to achieve whatever GER it needs to meet its guarantee to the plan sponsor, while at the same time assuring substantial profits for itself on the backs of independent pharmacies. Catamaran does this by using multiple MAC pricing “lists” to tailor its reimbursements, regardless of whether the MAC prices have any basis in the actual wholesale market.

471. Catamaran does not disclose to anyone, let alone Plaintiffs, either the formulas it uses to calculate and adjust its MAC prices or the methodology it uses to create its MAC lists.

472. Catamaran’s MAC rates for generics are not rooted in market prices, but in Catamaran’s desire to reimburse Plaintiffs as little as possible. In fact, Catamaran minimizes and often eliminates the margins that pharmacies can make on generics through manipulation of its MAC prices.

This critically impacts Plaintiffs because generics make up 80% or more of an independent pharmacy’s prescription business. Unreasonably low MAC pricing thus threatens the

profitability of independent pharmacies.

473. As one large PSAO has described the situation to its pharmacy clients:

Community pharmacists incur losses on many prescriptions because insurance middlemen, known as pharmacy benefit managers (PBMs), reimburse pharmacies well below their cost to acquire. The PBMs may wait weeks or months to update the reimbursement benchmarks they use to compensate pharmacies while drug prices increase virtually overnight. This situation jeopardizes pharmacists' ability to continue to serve patients because it leaves community pharmacies with unsustainable losses.

474. Catamaran claims to use pass-through pricing—*i.e.*, the amount the plan sponsor (insurance plan, self-insured company, etc.) is charged is the same as the amount Catamaran will pay to the pharmacy—but that is not true. Instead, Catamaran issues cut-rate MAC reimbursements to Plaintiffs and other independent pharmacies, and sets different, higher prices that it charges to the plan sponsors. In other words, Catamaran uses “spread pricing.”

475. By controlling MAC prices through its self-serving secret methodology, Catamaran is able to maximize this “spread.” In short, Catamaran reimburses low, charges high, and pockets the difference.

476. Industry studies show that a pharmacy's labor and overhead costs of filling a prescription—not including cost of ingredients—average between \$10-12 per prescription.

477. Because Catamaran usually limits the dispensing fee it pays to retail pharmacies to \$2.00 or less, a pharmacy can only cover the cost of filling a prescription if the MAC provides a sufficient margin (on average \$8-10) above the pharmacy's cost of acquiring the drug.

478. Yet, Catamaran's reimbursements regularly fail to produce margins that would allow independent pharmacies to sustain their business; reimbursement amounts are often less

than the wholesale cost of the drugs.

479. Catamaran pays independent pharmacies unreasonably low MAC prices even though it receives rebates from drug manufacturers on generics.

480. Catamaran's bad faith approach to MAC reimbursement was exemplified after it took over MAC pricing for Cigna's Medicare Part D plan on January 1, 2014: Catamaran slashed the average MAC reimbursement by about half.

481. As another example, on January 1, 2014, Catamaran began servicing South Carolina's 465,000-member PEBA plan (roughly 10% of the entire population of the state). Just one month later, pharmacies serving any of those plan members saw Catamaran drop its MAC prices by more than 25%.

482. Catamaran (through FutureScripts) operates its own mail-order pharmacy that competes with retail pharmacies like Plaintiffs. The rates at which Catamaran reimburses Plaintiffs—for particular quantities of particular drugs on particular days—are in general significantly lower than the reimbursement rates Catamaran pays to its mail-order pharmacy for the same drugs.

483. By arbitrarily decreasing reimbursement rates for generics, not only does Catamaran maximize its profits through the spread; after driving the independent pharmacies out of business, Catamaran can also increase profits by steering plan members to Catamaran's mail-order pharmacy.

484. Plaintiffs have all suffered economic losses as a result of Catamaran's bad-faith manipulation of reimbursement rates.

485. A below-cost reimbursement is effectively no reimbursement at all, violates the contract and is attributable only to Catamaran's bad faith.

486. Plaintiffs all belong to sizeable prescription-drug buying groups that pool the collective bargaining power of participating independent pharmacies; Plaintiffs all have relationships with one or more of the biggest generic wholesalers, as well as with smaller, specialty wholesalers; and Plaintiffs constantly shop around for the best prices available to them, and they get those prices. If Catamaran's MAC price is less than a Plaintiff's acquisition cost, it not because Plaintiffs did not purchase wisely, but because of Catamaran's improperly manipulates the MAC price without regard to actual market conditions.

487. Catamaran's reimbursements have been typically significantly less than other PBMs.

488. In December 2014, Catamaran was reimbursing Plaintiff Cambria on fills of Warfarin Sodium (5mg) at an amount per tablet that was less than a third of what Aetna's PBM (run by CVS Caremark) and SilverScript (CVS Caremark's PBM operation for Medicare Part D plans) were reimbursing per tablet. In that same month, Catamaran was reimbursing Cambria on fills of Diclofenac Sodium (75mg) an amount per tablet markedly below other PBMs: *e.g.*, Humana (60% higher per tablet than Catamaran); and United's "PacifiCare" PBM (over 30% higher per tablet than Catamaran ).

489. All Plaintiffs have experienced such conduct, with resultant losses comparable to those described above.

490. Another example of Catamaran's bad faith is its failure to timely update prices following an increase in the wholesale cost of a generic drug.

491. Competition among generic drug manufacturers is often limited. When manufacturing of a generic becomes concentrated among two or three suppliers, the price can



increase astronomically in a short period of time. For instance:

- When the number of manufacturers of Colchicine decreased, the pharmacists' cost went from \$25 to \$729 a bottle.
- When Doxycycline became concentrated in two or three suppliers, the pharmacists' cost for a bottle of 500 pills went from \$20 to \$1,400.
- When the number of Digoxin manufacturers dropped to two, the pharmacists' cost increased from \$9.00 to \$90.00 per 100 pills.

492. Based on modern technology—which Catamaran possessed at all times relevant to this claim—PBMs are able to make MAC price adjustments within 30 hours (“the lag time”) of a price change. During the lag time, a PBM will typically (1) receive electronic files containing AWP pricing information from a source like Medi-Span or First DataBank; (2) unzip the files and resolve any attendant errors with the pricing source; and (3) load the new prices into its computer system.

493. When a generic manufacturer announces a price decrease, Catamaran reduces the MAC price. As a result, if a pharmacy had purchased 30 capsules of a generic drug at a cost of \$10 and had been getting MAC reimbursement of \$11, a subsequent wholesale price decrease and immediate drop in the MAC price to \$5 would turn what had been a \$1 gain into a \$5 loss because the pharmacy would be still dispensing the \$10 drug until it exhausted its supplies on hand.

494. When wholesale prices increase, however, Catamaran willfully delays increasing its MAC prices for several weeks if not months. For instance, when the wholesale price of Digoxin increased from \$9.00 to \$90.00, Catamaran for months continued to reimburse the pharmacist based on an obsolete acquisition cost of \$9.00.

495. The only way to explain Catamaran's inconsistent updating is that it seeks to use price volatility to line its pockets at the expense of independent pharmacies.

496. Recent polling of a collection of independent pharmacists reveals the following data: 77% reported twenty-six or more instances of a large upswing in a generic drug's acquisition cost over a six-month period; 86% said that it took the PBM or other third party payer between two and six months to update its reimbursement rate to pharmacies, effectively putting those pharmacies "under water" on the relevant claims; and 84% said that the acquisition price spike and associated lagging reimbursement trend had a very significant impact on their ability to remain in business.

497. The polling data is consistent with Plaintiffs' experience with Catamaran and its failure to update its MAC prices—when there is a price increase—with a speed that is commercially reasonable. For years, Catamaran has had the ability to update its MAC prices every seven days, but chose not to do so when prices increased.

498. By analogy, the Centers for Medicare & Medicaid Services finalized a regulation that, effective 2016, required PBMs like Catamaran to update generic pricing benchmarks used in Medicare drug plans every seven days.

499. A seven-day update requirement has been commercially reasonable for years. Yet, before 2016, Catamaran often did not even update prices for generics within seven weeks of an increase in wholesale price.

500. Good faith and commercial reasonableness require that, in setting reimbursement rates for Plaintiffs, Catamaran (1) consistently and timely review its MAC prices, update them at least every seven days and no more than seven days after relevant increases in drug prices; (2) refrain from reimbursing Plaintiffs below their acquisition costs; and (3) set its MAC prices by

using actual wholesale prices available to retail pharmacies.

WHEREFORE, Plaintiffs seek to recover all available damages and other relief based on Catamaran's failure to set reimbursement rates in good faith.

**Count II - Breach of Good Faith and Fair Dealing – Reimbursement Rates**

501. Plaintiffs here incorporate by reference all prior allegations.

502. This Count is pleaded in the alternative to Count I in the event it is determined that the parties' contract is not subject to the U.C.C.

503. Even if the U.C.C. does not technically apply, the U.C.C.'s section on open-pricing terms is still applied by Illinois courts interpreting breach of contract claims rooted in common law.

504. In addition, every contract imposes on the parties thereto a duty of good faith and fair dealing, and this is especially true for contracts that give one party total discretion in performing those terms that are critical to the other party's ability to benefit from the contract.

505. Good faith and commercial reasonableness require that, in exercising its discretion to set reimbursement rates for Plaintiffs, Catamaran (1) consistently and timely review its MAC prices, updating them at least every seven days and no more than seven days after relevant increases in drug prices; (2) refrain from reimbursing Plaintiffs below their acquisition costs; and (3) set its MAC prices by using actual wholesale prices available to retail pharmacies.

506. Catamaran's contracts with Plaintiffs typically include a schedule of payments which vary depending upon whether a drug is "generic" or "brand". Generic drugs are always the lower of MAC or a percentage discount off AWP; MAC is almost always the lower of the

two. Brand drugs are all specified only as a much smaller percentage discount off AWP. Consequently, reimbursements for brand drugs are generally much higher than for generic drugs.

507. The same principle applies to the “plan parameters” which Catamaran has with its plan sponsors. Typically, the reimbursement Catamaran receives from plan sponsors for brand drugs is much higher than for generic drugs. For instance, it would not be unusual for a generic drug reimbursement to be AWP – 80% while the brand drug reimbursement is in the range of AWP – 10%. For instance,

Brand Full AWP = \$40.00 Contracted Discount = AWP – 10% Discounted Brand Price = \$36.00

Generic Full AWP = \$40.00 Contracted Discount = AWP – 80% Discounted Generic Price = \$8.00

508. Often Catamaran reimburses its pharmacy providers on a MAC or generic drug basis, even when Catamaran bills the plan sponsor and is paid on a brand name drug basis. This can lead to enormous spreads in which the payment Catamaran receives from a plan sponsor is multiples of the amount it pays the pharmacy provider. This is because Catamaran takes the position that, regardless of its contractual obligations.

- The PBM can add or remove drugs from the list or adjust/manipulate pricing at any time and for any reason.
- MAC lists do not match drugs or pricing between the Plan and the pharmacy.
- If a generic is NOT on a MAC list, the discount pricing defaults to the less steep brand discount.
- In the example above, if a drug is on the pharmacy MAC list, but NOT on the Plan MAC List, the PBM will pay \$8.00 to the pharmacy (\$40 minus 80%) while PBM collects \$36 from the Plan (\$40 minus 10%).

509. By reimbursing its provider pharmacies on a “MAC” basis when it is paid by the

plan sponsor on a “brand” basis, Catamaran is breaching its contract and its the duty of good faith and fair dealing.

WHEREFORE, Plaintiffs seek to recover all available damages and other relief based on Catamaran’s failure to set reimbursement rates in good faith.

### **Count III - Breach of Good Faith and Fair Dealing – MAC Appeals**

510. Plaintiffs here incorporate by reference all prior allegations.

511. The Provider Manual identifies a remedy if pharmacies want to challenge Catamaran’s MAC rate for a particular drug and quantity: “MAC pricing appeals.” With regard to MAC pricing appeals the Provider Manual states:

MAC pricing appeals should always be directed to Catamaran; appeal requests must be submitted on our current form available at [www.informedRx.com/pharmacies](http://www.informedRx.com/pharmacies). All fields on the form are required; incomplete forms may not be acknowledged. Your most recent invoice for the NDC submitted on the claim must accompany the appeal form. Please download these forms and submit using the fax numbers provided on the form within 45 days of the claim fill date. Responses will only come via fax to the original requesting Provider.

512. “NDC” stands for National Drug Code and is a sequence of twelve numbers unique to a particular quantity of a particular drug. There is a different NDC for each MAC price on Catamaran’s MAC lists.

513. Plaintiffs’ MAC pricing appeals are typically submitted through their PSAO .

514. Resolution of MAC appeals is committed to the discretion of Catamaran. Although the parties’ contract does not explicitly and unambiguously grant Catamaran *limitless* discretion in resolving MAC appeals, Catamaran exercises limitless discretion anyway.

515. Plaintiffs did not contemplate or reasonably expect that Catamaran would have complete and unbridled discretion to resolve (or fail to resolve) MAC pricing appeals in any

way it desires. Catamaran exercises this discretion in bad faith.

516. Catamaran has routinely failed to timely respond to MAC pricing appeals; sometimes does not respond at all; and prior to the passage of certain state laws, never reimbursed retroactively where the MAC appeal was successful in prompting a price adjustment. There are even instances where Catamaran actually lowered its MAC price in response to a MAC pricing appeal. When Catamaran does respond, it typically rejects Plaintiffs' appeals on grounds that the MAC price is obtainable in the marketplace, which is rarely, if ever, true and further demonstrates its bad faith.

517. For instance Catamaran requires that the pharmacy supply its acquisition cost for the drugs which are the subject of each MAC appeal. For most of the time, Catamaran even required the appealing pharmacy to provide a copy of its invoice to document its claimed acquisition cost. In spite of these requirements, Catamaran **never** considered these submitted acquisition costs in setting its MAC prices or deciding **any** MAC appeal.

518. By requiring appealing pharmacies to submit acquisition cost information, usually accompanied by documentation thereof, Catamaran led the pharmacies to reasonably believe this information would be considered in deciding MAC appeals. Catamaran's refusal to consider this information is inconsistent with the reasonable expectations of the parties, an abuse of discretion and a breach of good faith and fair dealing.

519. Instead of relying on actual retail pharmacy actual acquisition cost, Catamaran used a wholesale price which was NOT available to retail pharmacies as its benchmark for setting MAC prices and deciding whether to grant or deny MAC appeals. Catamaran claimed to use other national references as a "check" against this benchmark. It would purportedly compare the benchmark to the reference, and disregard that benchmark if it was more than a

certain percentage below the reference. In fact, however, Catamaran routinely applied the benchmark even when it was substantially below the reference, in violation of the policy it claimed to employ.

520. Catamaran also claimed to use wholesale pricing information from major national wholesalers. However, Catamaran has no record of actually receiving and retaining this information, and the major national wholesalers have no record of ever supplying it to Catamaran.

521. Catamaran's wrongful and bad faith denials of MAC appeals hurt not only the appealing party, but all pharmacies who are paid the MAC price. This is because when Catamaran increases the MAC price in response to an appeal, it increases that price not only to the appealing pharmacy, but all pharmacies paid according to that MAC list.

522. Many Plaintiffs gave up on filing MAC appeals because they found the process to be futile. Catamaran denied their MAC appeals were denied in bad faith, in spite of documented below cost reimbursement. Catamaran's repeated bad faith denials of these MAC appeals materially breached the contract, and excuses any requirement that Plaintiffs appeal every single MAC price which Catamaran set in bad faith and in violation of the contract.

523. Plaintiffs' MAC appeals are disproportionately directed at Catamaran, as opposed to other PBMs with whom they contract, because Catamaran's reimbursement rates are typically worse. For example, of the MAC pricing appeals submitted by Olexy's PSAO EPIC between February 4, 2014 and January 24, 2015, more than 55% were directed at Catamaran even though the percentage of claims adjudicated by Catamaran for Olexy during that time was markedly less than 55% of its total business.

524. On the rare occasion where Catamaran grants a MAC pricing appeal, the change

is uniformly incremental and delayed, and Catamaran does not pay the increased price retroactively. Notably, it does not pay the increased price on the very transaction or transactions prompting the MAC pricing appeal in the first place. In most states, this practice continues to this day in spite of Catamaran's representation to the South Carolina legislature over one year ago that "Catamaran is in the process of implementing a retroactive reimbursement process for pharmacies affected by the change in MAC pricing."

525. Between January 1, 2012, and the date of this complaint, Plaintiffs all submitted MAC pricing appeals to Catamaran, either directly or through a PSAO.

526. Between January 1, 2012, and the date of this complaint, Plaintiffs all had one or more MAC pricing appeals that were not timely resolved by Catamaran.

527. Between January 1, 2012, and the date of this complaint, Plaintiffs all had one or more MAC pricing appeals denied in bad faith and with abuse of discretion by Catamaran.

528. Between January 1, 2012, and the date of this complaint, Plaintiffs all had one or more MAC pricing appeals that were denied as a result of Catamaran's bad-faith exercise of discretion to resolve the appeal(s).

529. Between January 1, 2012, and the date of this complaint, Plaintiffs all were successful with one or more MAC pricing appeals but Plaintiffs did not receive retroactive compensation from Catamaran for any successful MAC pricing appeals, nor did they receive compensation related to the specific pricing claims that were challenged in their appeals.

530. Rather, when any of the Plaintiffs was successful with a MAC pricing appeal, they would at best receive prospective relief from Catamaran at an unknown time for future claims concerning the particular generic drugs at issue.

531. Sometimes the prospective relief proved to be fleeting or illusory. For example,



Catamaran's MAC price for 30 tablets of Digoxin (0.25 mg) between March and June of 2014 was only 40% the amount being reimbursed by PBM rival CVS Caremark (and near the end of that period only 30%).

532. The economic damage done by Catamaran's failure to retroactively reimburse following a successful MAC pricing appeal is exacerbated by the fact that it has routinely taken weeks to decide the appeal, during which time the drug price is likely to have experienced substantial fluctuation detrimental to Plaintiffs. Catamaran's average response time has been longer than other large PBMs (typically 5-7 days) that received MAC appeals from Plaintiffs.

533. By contractually providing for a MAC pricing appeal process, the duty of good and fair dealing requires at a minimum that Catamaran provide actual relief with respect to specific reimbursement rates that are successfully challenged. Catamaran fails to do so, thus breaching the MAC pricing appeal term of the Contracts.

534. Because a successful MAC pricing appeal is an acknowledgement by Catamaran of an error in the reimbursement rate for claims concerning a particular generic, the duty of good faith and fair dealing requires that Catamaran correct that error retroactively in all states. Catamaran failed to do so, thus breaching its duty of good faith and fair dealing in all Contracts.

535. Plaintiffs have suffered economic losses as a result of Catamaran's breaches of the MAC pricing appeal term in the Contracts, including the difference in dollars between erroneous reimbursement rates and the rates that should have been used, as reflected by a Plaintiff's success with a particular MAC pricing appeal.

WHEREFORE, Plaintiffs seek to recover all available damages related to Catamaran's bad faith and untimely resolution of MAC pricing appeals, including but not limited to 1) damages on a retroactive basis in the form of the difference between the reimbursement rates

established by their successful MAC pricing appeals and the lower amounts they were being reimbursed for those particular drug claims prior to the successful MAC appeals 20the difference between the increased price all Plaintiffs would have been paid had Catamaran properly decided an appeal in favor of any pharmacy, and the lower prices that continued to be paid because the appeals were denied in bad faith.

#### **Count IV - Breach of Express Contract Provisions**

536. Plaintiffs here incorporate by reference all prior allegations.

537. Plaintiffs have substantially performed all of their obligations under the parties' contract during the times for which they seek damages and other relief in this arbitration.

538. Catamaran has breached its obligations under the parties' contract during the times for which they seek damages and other relief in this arbitration.

539. Although the Provider Manual states that the MAC price "is developed by Catamaran and may be amended at any time at its sole discretion," the parties' contracts nevertheless require that the MAC price be related to independent pricing sources and, in addition, that there only be one MAC price for the same drug (dispensed at the same quantity) at the same time. Specifically, the Provider Manual and Provider Agreement provide that:

- Catamaran shall utilize client or plan parameters, Medi-Span or other national source, and internal processes as a reference but not as the sole determinant of price. (Provider Manual).
- Other nationally recognized referenced base price sources may also be implemented as market conditions warrant. (Provider Manual).
- Reimbursement will be limited by the pharmacies submitted ingredient cost plus dispensing fee. (Provider Agreement).

540. Catamaran does not use "client or plan parameters, MediSpan or other national

source, and internal processes as a reference” and does not “limit” reimbursement by or otherwise factor in Plaintiffs’ “ingredient cost plus dispensing fee” when calculating purported reimbursements, all in breach of the express terms of the contract.

541. Because Catamaran’s power to set the MAC price is limited by the pharmacy’s ingredient cost, Catamaran cannot pay the pharmacy less than its ingredient cost.

542. For “applicable plans,” Catamaran’s obligation to pay the pharmacy is subject to Catamaran’s “commercially reasonable efforts to secure timely payment from plans.” For at least these plans, the “client or plan parameters” (i.e. the insurance plan’s payment to Catamaran), should but currently does not serve as a required reference point for MAC pricing, thus breaching the contract.

543. In addition, the contract between the parties requires that there be a single reimbursement amount or Maximum Allowable Cost for a particular drug filled in a particular quantity at a particular time for a member of a particular insurance plan.

544. Catamaran, however, manipulates its MAC prices as it sees fit in order to maximize its profits while achieving whatever GER it needs to meet its guarantee to the plan sponsor. Catamaran does this by having multiple MAC lists for the same products in the same plan at the same time, which it uses to tailor its reimbursements, regardless of whether the MAC prices have any basis in reality.

545. Catamaran does this in spite of the language in the contract and Provider Manual which provides that Catamaran will pay “Maximum Allowable Cost” (emphasis added). Catamaran’s use of multiple MAC prices for the same drug at the same time violates the contract, which specifies a singular “Maximum Allowable Cost”.

546. Catamaran uses different MAC prices, depending on whether a pharmacy is a big

chain, a small chain, an independent pharmacy or Catamaran's own mail order pharmacy, thus breaching the contract.

547. Furthermore, the contracts require that Catamaran "reimburse" Plaintiffs. But by setting its pricing below Plaintiffs' drug acquisition costs or at least the cost at which Plaintiffs could reasonably acquire the drugs, there is no effective reimbursement.

548. Indeed, Catamaran's agreement to use "Maximum Allowable Cost" lists to set pricing logically requires that, at a minimum, it reimburse providers (*i.e.* pharmacies) for their costs. PBMs that pay providers less than their costs for generic drugs are not, then, "reimbursing" providers at all. Yet Catamaran has routinely paid the Plaintiff pharmacies less than their acquisition costs for generic drugs in thousands of transactions during the time period in question.

549. By reimbursing its provider pharmacies on a "MAC" basis when it is paid by the plan sponsor on a "brand" basis, Catamaran is breaching the contract.

WHEREFORE, Plaintiff seeks all available damages based on Catamaran's long-running and varied breaches of express contract terms.

### **Count V – Quantum Meruit**

550. Plaintiffs here incorporate by reference all prior allegations.

551. Plaintiffs performed and/or continue to perform a function that benefits Catamaran, to wit: selling prescription drug products to members of Catamaran's insurance-plan customers.

552. Plaintiffs perform this function non-gratuitously.

553. Catamaran accepted and continues to accept Plaintiffs performance of that

function.

554. Although there is a written agreement that is supposed to govern the parties' dealings, the contract as construed by Catamaran does not impose any obligation on Catamaran to reimburse Plaintiffs on their sale of prescription drug products. Specifically, Catamaran maintains it can set the MAC price at whatever it wants, for whatever reason it wants, and can change it whenever it wants without any advance notice to Plaintiffs whatsoever. If that is true, the contract lacks consideration and is unenforceable.

555. Because the contract between the parties is supposed to reimburse Plaintiffs for the products they sell, but nevertheless permits Catamaran to pay Plaintiffs any amount it wants to, even if that is less than the pharmacy's reasonable acquisition cost, there is no mutuality of obligation and thus no enforceable contract.

556. To be enforceable a contract requires a mutual exchange of obligations and benefits, as well as consideration.

557. Plaintiffs in the last four years have received from Catamaran reimbursement amounts that are less (often far less) than its drug-acquisition costs. Such rates are commercially unreasonable, but also reflect a lack of the mutuality of obligation that is supposed to attend every contract in order to make it enforceable.

558. Because there is no enforceable contract between the parties, Plaintiffs are entitled to recover their losses—and the difference between the fair market value of their drugs and the amounts they were actually paid—based on a theory of quantum meruit.

559. This claim is pleaded as an alternative to the breach-of-contract and good-faith-and-fair-dealing claims that are set forth above and premised on the existence of an enforceable contract.

WHEREFORE, Plaintiffs seek to recover all available damages based on a quantum meruit theory.

### **CATAMARAN'S VIOLATIONS OF STATE MAC LAWS**

560. Plaintiffs incorporate the preceding paragraphs by reference as if fully set forth at length herein.

561. As a result of the abuses and wrongful conduct described herein, including those of Catamaran, various states have enacted what are known as “MAC” laws in an attempt to regulate PBMs.

562. Although the MAC laws vary from state to state, the state MAC laws generally require PBMs to disclose certain information to pharmacies and provide for an appeals process where a pharmacy is wrongfully reimbursed for a generic drug.

563. As of the filing of this complaint, thirty-three states have enacted MAC laws.

564. The following states currently have MAC laws regulating PBMs: Arkansas, California, Colorado, Florida, Georgia, Hawaii, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Michigan, Minnesota, Missouri, Montana, New Hampshire, New Jersey, New Mexico, New York, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, Tennessee, Texas, Utah, Virginia, Washington, Wisconsin and Wyoming.

565. The following states require a PBM to disclose the sources of its MAC pricing: California, Colorado, Georgia, Hawaii, Iowa, Kansas, Kentucky, Maine, Maryland, Minnesota, Missouri, Montana, New Hampshire, New Jersey, New Mexico, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, Tennessee, Texas, Utah, Washington and Wyoming.

566. The following states require a PBM to retroactively reimburse a pharmacy were it successfully appeals a MAC price: Arkansas, Kentucky, New York, Ohio, Oregon and Tennessee.

567. The following states require a PBM to identify a wholesaler where a pharmacy can acquire a generic drug at or below the MAC where the PBM denies the pharmacy's appeal: Arkansas and Kentucky.

568. The following states require a PBM to update its MAC pricing at least every seven (7) days: Arkansas, California, Florida, Hawaii, Kansas, Kentucky, Louisiana, Maine, Maryland, Minnesota, Missouri, New Jersey, New Mexico, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, Tennessee, Texas, Utah, Virginia, Washington, Wisconsin and Wyoming.

569. The following states require a PBM to make available applicable MAC lists to pharmacies: Arkansas, California, Hawaii, Kentucky, Louisiana, Montana, New Mexico, North Dakota, Pennsylvania, South Carolina, Tennessee, Texas, Virginia and Washington.

570. The State of Oklahoma requires a PBM to disclose the difference in the amount paid to a pharmacy and the amount billed by the PBM to the insurer.

571. Catamaran routinely refuses to

- make MAC lists available to pharmacies;
- accurately disclose the source of its MAC pricing;
- identify a wholesaler where a pharmacy can acquire a generic drug at or below the MAC when it denies the pharmacy's appeal;
- update its MAC pricing at least every seven (7) days.

**COUNT VI**

**VIOLATION OF VIRGINIA CODE, § 38.2-3407.15:3**

**Virginia Pharmacies v. Catamaran**

572. All plaintiffs who have their principal place of business in Virginia are “Virginia Pharmacies. The Virginia Pharmacies incorporate the preceding allegations by reference as if fully set forth at length herein.

573. Catamaran violated Code of Virginia, § 38.2-3407.15.2 by, among other things:

- a. Failing to update its MAC list not less than every seven (7) days; and
- b. Failing to provide the Virginia Pharmacies, and each of them, an updated MAC list.

574. The foregoing violations were the result of Catamaran’s grossly negligent and/or willful conduct, thus entitling the Virginia Pharmacies to treble damages.

WHEREFORE, judgment should be entered in favor of the Virginia Pharmacies and against Catamaran on Count VI of the Complaint entitling the Virginia Pharmacies to treble damages, attorneys’ fees and costs.

**COUNT VII**

**VIOLATION OF LOUISIANA REV. STAT. § 22:1863 *et seq.***

**Louisiana Pharmacies v. Catamaran**

575. All plaintiffs who have their principal place of business in Louisiana are “Virginia Pharmacies. The Louisiana Pharmacies incorporate the preceding allegations by reference as if fully set forth at length herein.



576. Catamaran violated Louisiana Rev. Stat. § 22:1863 *et seq.* by, among other things:

- a. Failing to provide the Louisiana Pharmacies access to its MAC list(s);
- b. Failing to timely update its MAC list(s) on a timely basis but no longer than seven (7) days;
- c. Failing to timely notify the Louisiana Pharmacies of updates to its MAC list(s)

577. The foregoing violations of Louisiana Rev. Stat. § 22:1863 *et seq.* constitute violations of Louisiana's Unfair Trade Practices and Consumer Protection Law, R.S. 51:1401 *et seq.*

WHEREFORE, judgment should be entered in favor of the Louisiana Pharmacies and against Catamaran on Count VII of the Complaint entitling the Louisiana Pharmacies to damages, attorneys' fees and costs.

### **COUNT VIII** **ARKANSAS Pharmacies v. Optum Rx**

578. Plaintiffs hereby incorporate by reference all prior allegations.

579. All plaintiffs who have their principal place of business in Arkansas are "Arkansas Pharmacies." Defendant reimbursed the Arkansas Pharmacies amounts less that it reimbursed its own affiliated mail order pharmacy.

580. By reimbursing Plaintiffs at rate lower than it reimburses its own mail order pharmacy, Defendant violated the Arkansas Patient Protection Act, Ark. Code Ann Sec. 17-92-507 (d)(1) the Arkansas Deceptive Trade Practices Act Ark. Code Ann. § 4-88-101 to -207.

### **PRAYER FOR RELIEF**

581. Each Plaintiff asks the Court to render an award against Catamaran for relief valued in excess of \$75,000.00, including but not limited to (1) damages in amounts equal to the difference between Catamaran's MAC reimbursement rates and commercially reasonable reimbursement rates, (2) damages related to improperly denied MAC appeals, (3) damages on a retroactive basis in amounts that equal the difference between the reimbursement rates established by Plaintiffs successful MAC appeals and the amounts they were being reimbursed for those particular drug claims prior to the successful MAC pricing appeals (including for damages for the specific transactions challenged in the MAC pricing appeals), (4) prejudgment interest on the aforesaid amounts and (5) a requirement that Catamaran update its MAC prices within seven days of the announcement of a price increase by a generic-drug manufacturer.

Respectfully submitted:

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